Te Ātiawa/Ngāti Awa ki Kapiti: Twentieth Century Land and Local Issues Report

Dr Barry Rigby and
Kesaia Walker

Commissioned by the Waitangi Tribunal for the Porirua ki Manawatū District Inquiry (Wai 2200)

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Preface

The authors

Dr Barry Rigby

I grew up in Central Otago before studying history at the University of Otago, the University of Hawai'i, and at Duke University in North Carolina. Following a decade of teaching history at colleges and universities in the United States, in 1989 I joined the research staff of the Waitangi Tribunal Unit where I am currently employed as a Senior Research Analyst. Since 1989 I have completed Tribunal-commissioned reports in the Muriwhenua, Kaipara, Tauranga Moana, Hauraki, Wairarapa ki Tararua, and Te Paparahi o Te Raki inquiries.

Kesaia Walker

I began working for the Waitangi Tribunal Unit in 2010 as a contractor and have been a permanent staff member since 2011. I have completed Tribunal-commissioned reports for the Rohe Pōtae, Porirua ki Manawatū and Military Veterans inquiries. I have a Bachelor of Arts from the University of Auckland and a Master of Arts from Victoria University of Wellington. At present, I work as a Principal Research Analyst in the Research Services Team.

The authorship of this report

On 2 February 2018, Dr Barry Rigby and Leanne Boulton were commissioned to prepare this report.[1] Leanne Boulton searched sources and prepared a preliminary draft of her chapters up to the stage of external review. However, due to unforeseen circumstances, she was unable to complete her part and the commission was cancelled on 7 November 2018. On the same day, Dr Barry Rigby and Kesaia Walker were re-commissioned to complete the report.[2] Accordingly, Kesaia Walker has completed chapter 1, which deals with Native Reserves, and chapters 2, 3 and 4, which deal with Parata Native Township. Kesaia Walker has checked the sources used for accuracy and has checked, revised and completed the final text taking account of external review comments. All interpretations and opinions concerning the evidence are hers. Kesaia Walker is also now responsible for concluding statements concerning the Native reserves and Parata Native Township in chapter 11 of this report.

[1] Wai 2200, #2.3.27
[2] Wai 2200, #2.3.36 & 2.3.37

Dr Barry Rigby has written chapters 5 to 10, which deal with the broad pattern of use and alienation of Te Ātiawa/Ngāti Awa ki Kapiti land throughout the twentieth century. Chapter 11, the final chapter, presents overall conclusions for which both authors are jointly responsible.

Acknowledgements

The authors would like to thank several people for their assistance. Leanne Boulton for preparatory research and drafting of the reserves and Native township chapters. Rawhiti Higgott, for providing source material from his own research on Parata Native Township. Craig Innes, ResearchAnalyst, for tracing title information and freeholding of Parata Native Township, and assistance with mapping for the township tenure and for general alienation to assist Dr Rigby. Noel Harris, Mapping Officer, produced numerous maps included throughout the report, including the image on the title page. Tui MacDonald, Research Assistant, asssistd with information on Parata Native Township rents and costs. Prominent Waikanae local historian, Chris Maclean, assisted Dr Rigby with information for his aleination chapters. All errors, omissions and conclusions are the authors' own.

Abbreviations

AJHR	*Appendices to the Journals of the House of Representatives*
AJLC	*Appendices to the Journal of the Legislative Council*
ANZ	Archives New Zealand, Wellington
ATL	Alexander Turnbull Library, Wellington
BPP	*British Parliamentary Papers*
CT	Certificate of title
DNZB	*Dictionary of New Zealand Biography*
EL	Elder Letterbooks (Alexander Turnbull Library, Wellington)
FL	W H Field Letterbooks (Alexander Turnbull Library, Wellington)
HCC	Horowhenua County Council
MB	Minute Book
MHR	Member of the House of Representatives
NLC	Native Land Court
No.	Number
NWA	Ngarara West A
NWC	Ngarara West C
NZG	*New Zealand Gazette*
NZJH	*New Zealand Journal of History*
NZLR	*New Zealand Law Report*
NZOYB	*New Zealand Official Year Books*
NZPD	*New Zealand Parliamentary Debates*
NZPR	*New Zealand Parliamentary Record*
Pers comm.	Personal communication
SNZ	New Zealand Statutes
vol.	volume
Wgt	Wellington
WN	Wellington land district (for CTs and other land records)

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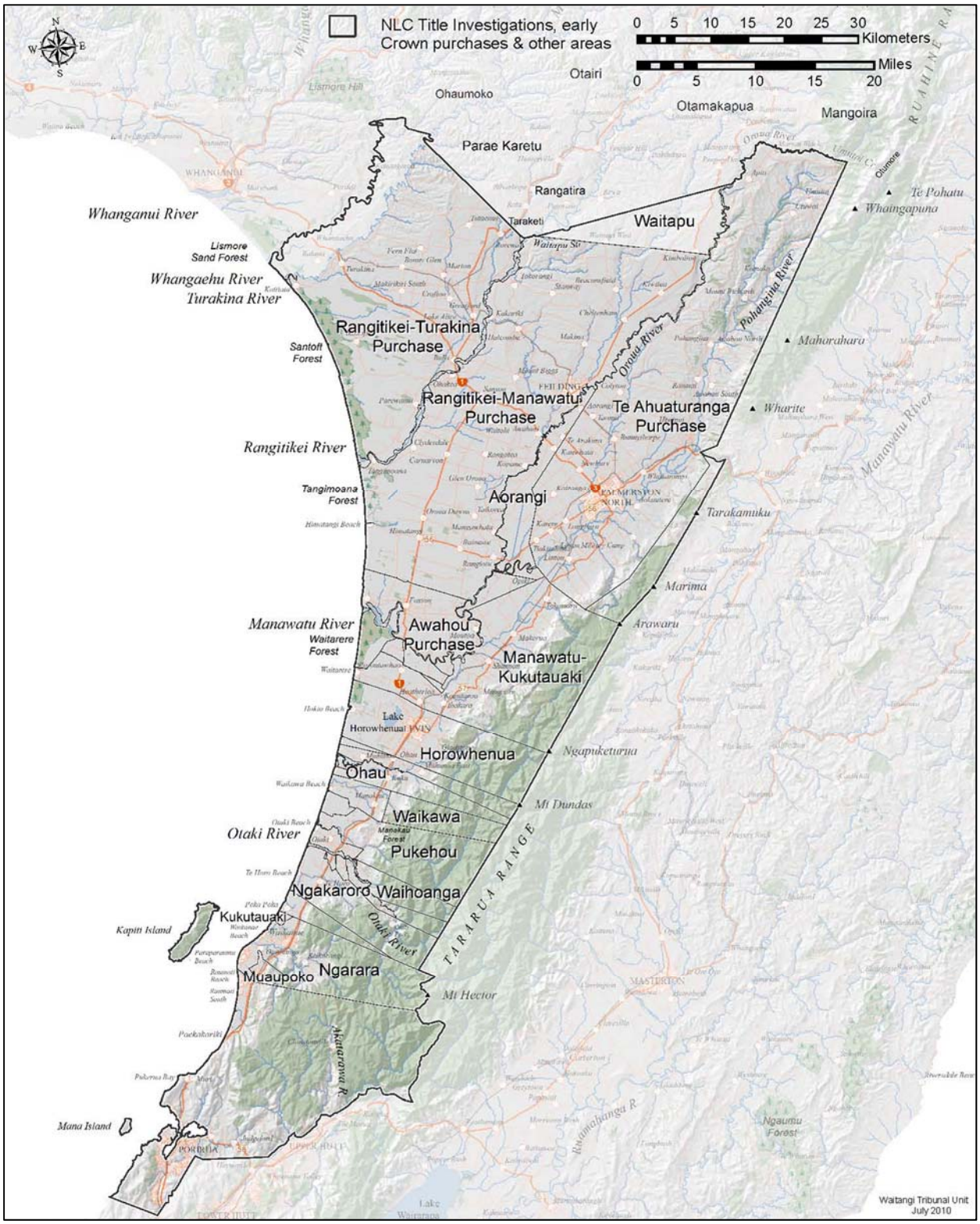

Figure 1: The Porirua ki Manawatū Inquiry District

Introduction

Background

This report has been commissioned by the Waitangi Tribunal as part of the technical research casebook for the Porirua ki Manawatū district inquiry (Wai 2200). The district is shown in Figure 1. The casebook consists of a series of district-wide overview reports covering particular themes and iwi-specific reports for each of the three main iwi groups participating in this inquiry: Ngāti Awa/Te Ātiawa ki Kapiti, Ngāti Raukawa, and Muaūpoko.[3] This report is one of four iwi-specific research reports commissioned for Ngāti Awa/Te Ātiawa ki Kapiti, the other three being Lou Chase's 'Ngātiawa/Te Āti Awa Oral and Traditional History Report'; Tony's Walzl's 'Ngātiawa: land and political engagement, c.1820 – 1900' report, and Ross Webb's 'Te Atiawa/Ngati Awa ki Kapiti - Inland Waterways: Ownership and Control' report.[4]

In April 2015, the Tribunal sought scoping advice on research coverage required to inquire into Ngāti Awa/Te Ātiawa ki Kapiti claims and accepted the recommendations, including for research to cover twentieth century issues of local concern for Ngāti Awa/Te Ātiawa ki Kapiti where these were not already covered in sufficient detail in the overview reports. [5]

By October 2017, many of the generic district-wide and iwi-specific reports for the inquiry were either completed or available in early draft. Tribunal staff provided more scoping to identify from the material available the extent to which relevant issues were likely to be sufficiently covered for Ngāti Awa/Te Ātiawa ki Kapiti, enabling further focussing of the scope of this commission.

The commission

The commission for this report (attached as Appendix 1) requires that it 'provide a narrative overview of the land title, utilisation and alienation history of the interests of Te Ātiawa/Ngāti Awa ki Kapiti during the 20th century, as well as an evaluation of the impacts of that history on the people of Te Ātiawa/Ngāti Awa ki Kapiti.'[6] The commission asks the authors to answer the

[3] The Tribunal set out this research programme in memorandum-directions Wai 2200, #2.5.45; Wai 2200, #2.5.58
[4] Lou Chase, 'Ngātiawa/Te Āti Awa Oral & Traditional History Report', 2018, Wai 2200, A195; Tony Walzl, 'Ngātiawa: land and political engagement issues, c.1819-1900', 2017, Wai 2200, A194; Ross Webb, 'Te Atiawa/Ngati Awa ki Kapiti - Inland Waterways: Ownership and Control', 2018, Wai 2200, A204.
[5] Wai 2200, #2.3.9; Tony Walzl, 'Ngātiawa/Te Āti Awa Research Needs Scoping Report', 2016, Wai 2200, A186
[6] Wai 2200, #2.3.27

following questions, 'to the extent that they are not already covered in the Porirua ki Manawatū district-wide overview research':

(a) What was the Te Ātiawa/Ngāti Awa ki Kapiti experience of land utilisation and alienation in the Porirua ki Manawatū district from 1900 to the present, and with what impacts on Te Ātiawa/Ngāti Awa ki Kapiti?
(b) What were the circumstances around the Crown's acquisition of Wi Parata's land at Waikanae for the Parata Native Township?
(c) What expectations were there about the benefits arising from the Native township scheme?
(d) Did the owners/and or local iwi/hapū receive any economic benefit from the township?[7]

Claimant group

Nomenclature

We are aware that there are a variety of views in the claimant community, some passionately held, regarding how people describe themselves as Te Ātiawa or Ngātiawa. Both Lou Chase and Tony Walzl discuss this matter in their reports and provide reasons for the nomenclature they have adopted.[8] For the sake of inclusiveness and consistency we have used the term 'Te Ātiawa/Ngāti Awa ki Kapiti', which features in our commission. The only exception to this is where we quote from alternative usages in original sources. In those cases, we have cited directly the variation of the iwi name as it features in the quotation.

Claim issues

There are currently 14 Te Ātiawa/Ngāti Awa ki Kapiti claims aggregated and/or consolidated into the Porirua ki Manawatū inquiry. At the time of writing this report those claims had not been fully particularised. This is expected to further clarify and elaborate on allegations about twentieth century land issues. In terms of the current information available the following claims appear to feature twentieth century land issues which fall within the scope of our commission:

Wai	Claim name	Named claimant	On behalf of
88	Kāpiti Island Claim	Te Pēhi Parata (deceased) and Ani Parata, Darrin Parata, Damian Parata	Descendants of Ngātiawa/Te Āti Awa mai i Kukutauaki ki Whareroa

[7] Wai 2200, #2.3.27
[8] Chase, 2018, Wai 2200, A195, p 10 and Walzl, 2017, Wai 2200, A194, pp 14-15

Wai	Claim name	Named claimant	On behalf of
89	Whitireia Block Claim	Te Pēhi Parata (deceased) and Ani Parata, Darrin Parata	Descendants of Ngātiawa/Te Āti Awa mai i Kukutauaki ki Whareroa
648	George Hori Toms and Colonial Laws of Succession Claim	Grace Kerenapu Saxton	Descendants of George Hori Toms
1018	Otaraua and Rahiri Hapū ki Waikanae Lands Claim	Apihaka Irene Mullen-Mack, Marama Pale, Rawiri Evans	Herself and all women of NgātiKura, Hinetu hi, Uenuku, Rahiri and Otaraua hapū of Te Āti Awa (Ngātiawa ki Kāpiti te tau tai)
1628	Baker Whānau Land Alienation Claim	Matiu Baker, Andre Baker and Lois McNaught	The descendants of Matenga and Haua Baker, Ngāti Raukawa, Ngāti Toa, and Te Āti Awa iwi
1799	Parata Township Claim	Hyrum Parata	The descendants of Te Kakakura Wi Parata
2361	The Kāpiti and Motungārara Islands (Webber) Claim	Christian Webber	Descendants of Wi Parata

Table 1: Te Ātiawa/Ngāti Awa ki Kapiti claims within the scope of this commission

Report structure and methodology

By the beginning of the twentieth century, the heartland of Te Ātiawa/Ngāti Awa ki Kapiti lands were located in what became the Ngarara, Muaupoko, Kukutauaki and Kapiti Island blocks, and a very small amount of Native reserves. To provide the reader with a broad picture of twentieth century alienation, this report begins with an overview of how these key blocks were progressively alienated in the twentieth century.

Chapter 1 summarises the creation and alienation history of the eight Native reserves made within the Crown purchases of the Whareroa and Wainui blocks (in which Te Ātiawa/Ngāti Awa ki Kapiti had interests) in the late 1850s. Very little of this reserved land remained in Māori ownership at the beginning of the twentieth century, and virtually none (with the exception of two small urupā) remain in Māori ownership today. This chapter utilises existing research by Walghan Partners in their block narratives project for this inquiry.[9]

[9] Tony Walzl, 'Ngātiawa: land and political engagement issues, c.1819-1900', 2017, Wai 2200, A194; Walghan Partners, 'Block Research Narratives: Ngatiawa Edition', 2018, Wai 2200, A203

Chapters 2, 3 and 4 of this report cover the establishment, administration and alienation of Parata Native Township. The chapters do not provide an exhaustive examination of the Native Townships legislation or parliamentary debates around the establishment and modification of the Native townships scheme. This has been done elsewhere, including in Leanne Boulton's Native townships report for the Whanganui district inquiry and by Heather Bassett and Richard Kay in their research on Native townships in Te Rohe Potae and Taihape.[10] Discussion here is limited to summarising the main features of the legislation and policy. The focus of chapters 2, 3 and 4 is, instead, on the circumstances surrounding the establishment of Parata Native Township, the pattern and extent of leasing and freeholding and what that meant for Māori beneficial owners, and the subsequent history of the Native allotments, public reserves and gifted lands in the township.

Chapters 2, 3 and 4 on Parata Native Township do not discuss in detail the history of the 'Town of Parata' extensions, which were part of Hemi Matenga's wider estate, but not part of Parata Native Township, so were never administered by the Crown or Crown-appointed bodies under Native township legislation.[11] Further, the alienation of a portion of Hemi Matenga's estate for a scenic reserve (Hemi Matenga Memorial Park) is not dealt with in these chapters as it lies outside the boundaries of the Native township. An account of the taking of land for this reserve is covered in detail in Heather Bassett and Richard Kay's public works report for Te Ātiawa/Ngāti Awa ki Kapiti.[12]

Dr Rigby's chapters (chapters 5 to 10) address more broadly the alienation of remaining Te Ātiawa/Ngāti Awa ki Kapiti land within the Ngarara blocks area in the twentieth century. The main period of alienation was conducted by private purchase and so the focus of the chapters is on information revealed in the largely private correspondence of the two main Pākehā involved in purchasing Te Ātiawa/Ngāti Awa ki Kapiti land in the period from 1890 onwards, WH Field and HR Elder. Dr Rigby's account begins before 1900 to capture formative preceding developments for this purchasing when Field and Elder began private purchases

[10] Leanne Boulton, 'Native Townships in the Whanganui Inquiry District', 2003, Wai 903, A39; Heather Bassett and Richard Kay, 'The Impact of the Native Townships Act in Te Rohe Potae: Te Kuiti, Otorohanga, Karewa, Te Puru and Parawai Native Townships', 2010, Wai 898, A62; Bassett Kay Research, 'Taihape: Rangitikei ki Rangipo Inquiry District: Taihape Native Townships: Potaka [Utiku] and Turangarere', 2016, Wai 2180, A47

[11] In the 1950s the trustees of Hemi Matenga's estate (which inherited Parata Native Township lands) began selling parcels of land adjacent to but outside the township itself. This land was subdivided and placed on the market. Plans show these blocks as numbered 'Town of Parata' extensions.

[12] Heather Bassett, 'Preliminary Report on Te Atiawa/Ngāti Awa ki Kapiti Public Works Case Studies', May 2018, Wai 2200, A202, pp 89-95

almost immediately after the last nineteenth century Crown purchases at Waikanae. Their extensive correspondence allows us to establish the pattern of their alienation activities. Elder compiled a collection of approximately 2,000 personal letters from 1894 until his sale of Waimahoe Station in 1919. On the other hand, the enormous Alexander Turnbull Library collection of Field letters proved to be too large to examine in the same way. Field wrote letters that filled 34 bound volumes, each with 1,000 pages between 1892 and 1944. Dr Rigby thoroughly examined the first 18 volumes of this massive collection. That took him up to 1914. Then he examined two watershed alienation events in 1923 and 1936 to cover the remaining years.

The first watershed event was Field's establishment in 1923 of what we know today as Waikanae Beach. He created that beachside community, partly by mopping up the remaining Māori-owned sections along today's Te Moana Road leading to the beach. This is the subject of Dr Rigby's chapter 8 entitled 'Drive to the Sea'. The second event was Field's 1936 stocktaking of his family's property. The c.1936 map of the Field family estate in these years shows how large his private purchases loomed in the twentieth century alienation and utilisation of Te Ātiawa/Ngāti Awa ki Kapiti land. Chapter 10, 'The Court, the Board, the Crown, and Ngarara West', then takes the story of Te Ātiawa/Ngāti Awa ki Kapiti land beyond 1935 to the present.

Scope and limitations

Kapiti Island is discussed only briefly in chapters 6 and 7 as the island is also covered in some detail in Richard Boast's 'Ngati Toa Lands Research Project Report One: 1800-1870', and in Richard Boast and Bryan Gilling's 'Ngati Toa Lands Research Project Report Two: 1865-1975'.[13] Walghan Partners provide further material on Kapiti Island in their block narrative and Vaughan Wood et al's environmental history of the Porirua ki Manawatū inquiry district deals with Crown purchasing of the islands and its management as a wildlife reserve.[14]

[13] R P Boast, 'Ngati Toa Lands Research Project Report One: 1800 to 1870', 2007, Wai 2200, A210; R P Boast and B D Gilling, 'Ngati Toa Lands Research Project Report Two: 1865-1975', 2008, Wai 2200, A206

[14] Walghan Partners, 2018, Wai 2200, A203, pp 47-48 (summary analysis) and pp 54-59 (block data); Vaughan Wood et al, 'Environmental and Natural Resource Issues Report', 2017, Wai 2200, A196, pp 363-373

Sources

The authors of this report have provided background and context to their various topics by summarising existing Tribunal research and other secondary sources. They then concentrate on answering the commission question by an intensive use of what seem to them to be the core sources. As a result, some sources have not been consulted. These are discussed below.

The Parata Native Township chapters rely heavily upon government files held by Archives New Zealand in Wellington. These include a number of Maori Affairs and Lands and Survey files, and specific files from other government departments on the individual Native allotments and public reserves in the township. Other files provide some information about the state of the township by the mid-1950s and land title records (certificates of title, transfers and leases) have enabled a reconstruction of the pattern of leasing and freeholding in the township, including for this later period.

Chapter 3 on the leasing and freeholding of the Native township relies on land title documentation (certificates of title, transfers and leases) and survey office (SO) and deposited plans (DPs) to reconstruct the pattern of land tenure in the township. This data tracks the number of sections in leasehold or freehold at the end of each decade and shows this in a table and a series of shaded maps. Rents and costs have been analysed using the accounts of the Department of Lands and Survey for the period from 1901 to 1908. These are published in their annual report in *AJHR*. From the period from 1909, balance sheets and schedules of township sections found in Department of Lands and Survey files supply this data. Unfortunately, these vary considerably in the level of detail provided and there is no data for some years. This has limited what can be said about rents, rents in arrears and costs, but combined with the correspondence in the Māori Affairs Department files on the township a reasonably clear picture emerges of the revenue received from the township and some of the factors that affected the amount received and whether the beneficial owners received payments.

A small number of files dating from the late-1950s to the end of the 1960s relate to Town and Country Planning Tribunal cases involving the township. These have not been investigated further, as the Native Township was largely alienated from Māori ownership by then.

As indicated above, Dr Rigby has concentrated his research on the sources that trace private alienation activities. He has examined an extensive private collection of Māori land-related records held at the Alexander Turnbull Library.

Te Ātiawa/Ngāti Awa ki Kapiti land alienation in the twentieth century: an overview

This section provides an overview of how Te Ātiawa/Ngātiawa ki Kapiti lands were progressively alienated in the twentieth century. It is intended to provide a broad picture of twentieth century alienation to assist and orientate readers as they make their way through the more detailed examination and discussion in the remaining chapters of this report.

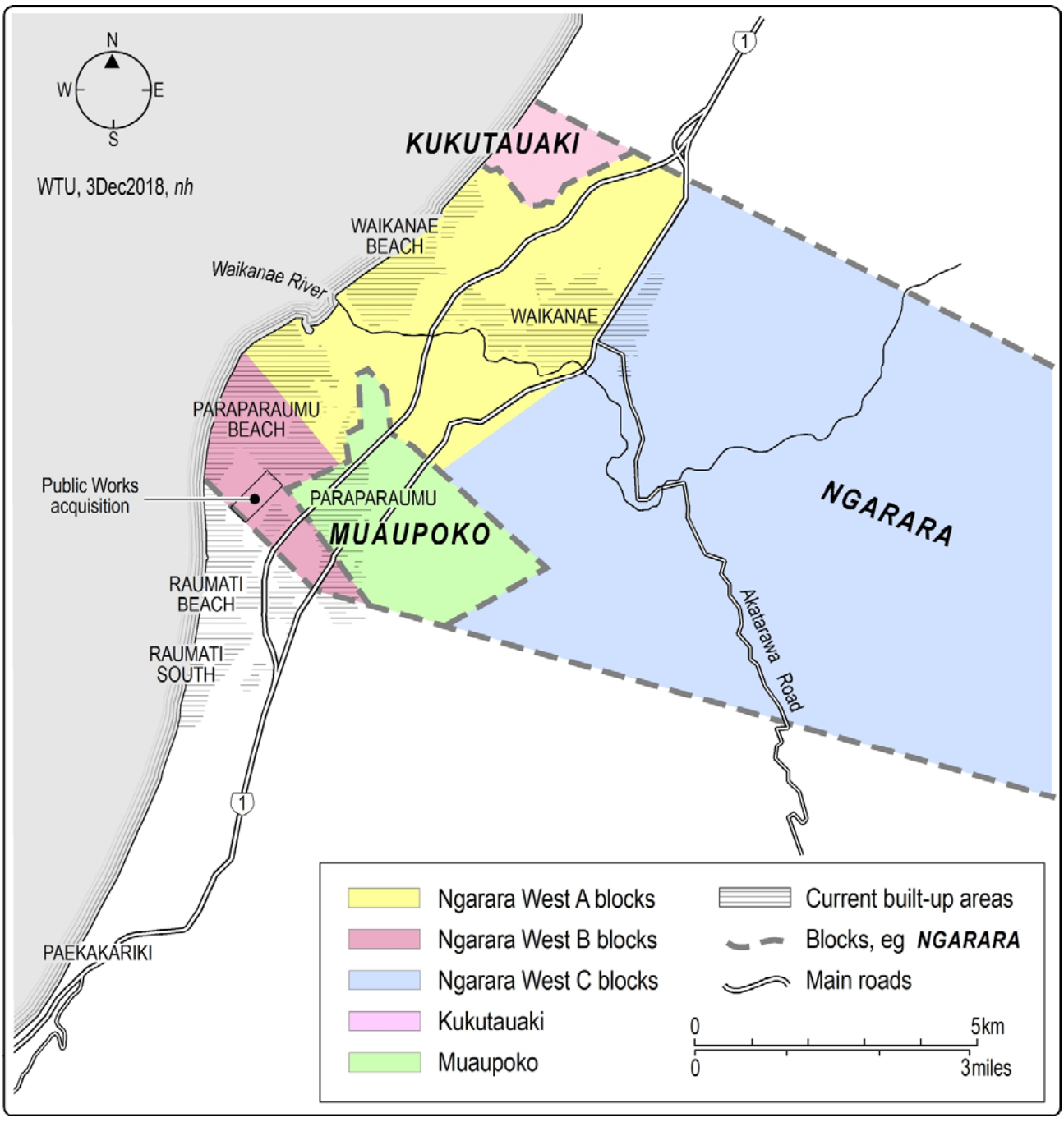

Figure 2: Map showing Ngarara West A, B, and C, Kukutauaki and Muaupoko blocks

In the 1870s, Te Ātiawa/Ngātiawa ki Kapiti's land around what is now Paraparaumu and Waikanae, and their beachside extensions, began to be dealt with by the Native Land Court). The initial title investigations for the Ngarara, Muaupoko and Kukutauaki blocks were held in 1873 and 1874. Title to Kapiti Island, where Te Ātiawa/Ngātiawa ki Kapiti, Ngāti Toa and Ngāti Raukawa interests were intertwined, was also investigated during this period. Further details about these title investigations can be found in Tony Walzl's nineteenth century report commissioned for this inquiry, and R P Boast and B D Gilling's Ngati Toa lands report, 1865-1975, so will not be covered here.[15] Te Ātiawa/Ngātiawa ki Kapiti also retained a very small amount of Native reserve land from the Crown purchases in the late 1850s, and this is covered further in chapter 1 of this report. However, this section focuses on the larger Native Land Court blocks, that is the Ngarara, Kukutauaki, Muaupoko and Kapiti Island blocks.

The Ngarara blocks

In January 1874, the Crown purchased 15,750 acres of the 42,250-acre Ngarara block (or 34.8 per cent of the block). The remainder of the Ngarara block (29,500 acres) became Ngarara West.[16] In 1887, the Native Land Court partitioned Ngarara West into Ngarara West A, B and C, with each of these subdivisions then divided into smaller sections (see Figure 2 for a map of Ngarara West A, B and C). However, the 1887 awards were highly controversial, and led to a protracted series of petitions, appeals, inquiries and rehearings.[17] Final titles were awarded in 1891, and chapter 6 of this report explores the pattern of tenure this created in Ngarara West A. Crown purchasing in the Ngarara West block after 1891 is discussed briefly in chapters 5 and 6 of this report. As private leasing and purchasing of Ngarara West dominated during the twentieth century, this is a major focus of chapters 5 to 10 of this report.

Ngarara West A (6,300 acres) was located on the coastal plain that spreads seaward from the township of Waikanae. It lies mostly west of the railway and extends to the coast, covering an area between Paraparaumu Beach and Otaihanga north to Kukutauaki. It was the most heavily subdivided of the three portions of Ngarara West, with 79 sections created in the block by the time the final title awards were made in 1891.[18] As chapter 6 of this report notes, there was a distinct pattern in the titling of the sections within Ngarara West A. Two main parties contested

[15] Walzl, 2017, Wai 2200, A194
[16] Walghan Partners, 2018, Wai 2200, A203, p 23
[17] Walzl, 2017, Wai 2200, A194, pp 387-388
[18] Walghan Partners, 2018, Wai 2200, A203, p 25

the ownership of Ngarara West A in the Native Land Court; those lead by Inia Tuhata and those under Wi Parata. Inia Tuhata and his supporters were largely awarded sections south of the Waikanae River, with Wi Parata and his relations receiving the majority of the sections to the north of the river.

As chapter 6 of this report documents, purchasing within Ngarara West A began in the 1890s. Walghan Partners note 30 private purchases prior to 1900, with much of this purchasing carried out by the Field, Elder and Morison families. Chapters 7 to 9 of this report examine in detail the complex relationships between Te Ātiawa/Ngātiawa ki Kapiti owners and these purchasers, their attempts to retain and benefit from their land through leasing, and the way that pressures and debt were utilised by private purchases to purchase and consolidate their land holdings at the expense of hapū and iwi. Walghan Partners further note that 'purchases were concentrated in three areas: north of Papaparaumu Beach; around Otaihanga (both sides of the railway); and towards Waikanae Beach, just back from the coast.' They calculated that these purchases comprised 2,424½ acres (or 38.5 per cent) of the original area of Ngarara West A.[19] This equates to nearly 40 per cent of Te Ātiawa/Ngātiawa ki Kapiti's flattest, most fertile land being lost to them in the first decade after title was awarded.

Private purchasing within Ngarara West A continued between 1900 and 1925 and was largely concentrated in the same areas as in the 1890s. Walghan Partners draw attention to two patterns. They note the continued alienation of Te Ātiawa/Ngātiawa ki Kapiti land at Waikanae Beach:

> Acquisitions were around those sections initially acquired, but purchasing had spread west to acquire all beach frontage north of today's Waimea Rd … and also towards the Ngarara West's northern boundaries[20]

This was coupled with a focus on the purchasing of lands recently subdivided along Te Moana Road. Te Moana Road was a main route of access between the railway and the coast.[21] Chapter 8 of this report investigates the complexity of this purchasing and the factors that led Te Ātiawa/Ngātiawa ki Kapiti owners to sell this land during the period. Walghan Partners calculate that 'a total of 89 purchases occurred over the 1900-1925 period', with a large proportion of these carried out by the Field family. This five-year period saw a further 2, 666¾ acres alienated from Māori ownership by private purchasing (42.3 per cent of the original area

[19] Walghan Partners, 2018, Wai 2200, A203, p 25
[20] Walghan Partners, 2018, Wai 2200, A203, p 27
[21] Walghan Partners, 2018, Wai 2200, A203, p 27

of Ngarara West A). Consequently, by 1925 less than 20 per cent (19.2 per cent) of Ngarara West A remained in Te Ātiawa/Ngātiawa ki Kapiti ownership.[22]

With so little land left to be purchased, the rate of purchasing decreased between 1925 and 1950. But by 1950 Te Ātiawa/Ngātiawa ki Kapiti's land in Ngarara West A was reduced to only 12.3 per cent of the original 1891 area.[23] Walghan Partners observe that this remaining land was largely concentrated in 'southern Waikanae Beach especially around the estuary and mouth of the Waikanae River' and near Whakarongatai Marae 'along Te Moana Road, but especially closer to the railway line.'[24] By 1975 these small enclaves had been eroded away leaving scattered fragments. In particular, Te Ātiawa/Ngātiawa ki Kapiti's ownership of land in Waikanae itself was reduced to virtually nothing with 'the breaking up of A78 into almost 50 sections which proceeded within the context of the township of Waikanae being developed over the 1960s and 1970s.'[25]

Ngarara West B (1,536 acres) was the smallest of the three portions of Ngarara West.[26] Most of the block covered the area now occupied by Paraparaumu Beach and Pararaparaumu Township. Located west of the railway, it stretches north along the coastal flats in the larger Paraparaumu area. Unlike Ngarara West A, Ngarara West B remained in Te Ātiawa/Ngāti Awa ki Kapiti ownership throughout the 1890s. But in the twenty-five years from 1900 to 1925, nearly half of the block was purchased by private buyers (mostly the McLean family). Most of the land sold in this period was at the coastal end of the block, although a small area around the railway line was also alienated. This left 824 acres, just over half (53.7 per cent) of Ngarara West B in Māori ownership by 1925.[27] This is quite a contrast to the neighbouring Ngarara West A block where Te Ātiawa/Ngāti Awa ki Kapiti's land had been reduced to less than 20 per cent of that block by this time. Walghan Partners note that much of the land lost from Ngarara West B between 1925 and 1950 was taken for an aerodrome in 1939 (now Paraparaumu Airport), and this is covered in detail by Heather Bassett in her preliminary report on Te Ātiawa/Ngāti Awa ki Kapiti public works case studies.[28] So, by 1950, just over a third

[22] Walghan Partners, 2018, Wai 2200, A203, p 29
[23] Walghan Partners, 2018, Wai 2200, A203, p 29
[24] Walghan Partners, 2018, Wai 2200, A203, p 29
[25] Walghan Partners, 2018, Wai 2200, A203, p 31
[26] Walghan Partners, 2018, Wai 2200, A203, p 71
[27] Walghan Partners, 2018, Wai 2200, A203, p 33
[28] Heather Bassett, 'Preliminary Report on Te Atiawa/Ngāti Awa ki Kapiti Public Works Case Studies', 2018, Wai 2200, A202, pp 6-81

(36.2 per cent) of the block remained in Te Ātiawa/Ngāti Awa ki Kapiti ownership.[29] Suzanne Woodley in her report on local government issues within the inquiry district also covers the alienation of portions of Ngarara West B.[30]

Land loss from Ngarara West B accelerated rapidly after 1950 with the development of Pararapaumu town and private purchasing. This land was then subdivided and onsold to meet the demand for small suburban sections. In addition, Walghan Partners note that 'between 1967 and 1972 several Ngarara West B sections were subject to the compulsory Europeanisation of title', which involved 156¾ acres of land.[31] Europeanisation together with private purchasing resulted in 210¼ acres of Ngarara West B remaining in Māori ownership by 1975. This represented just 13.9 per cent of the original land area.

Ngarara West C (21,879 acres), on the other hand, was mostly steeper country east of Waikanae Township.[32] Not surprisingly given the terrain, the sections created within Ngarara West C were larger than those in other parts of Ngarara West. Ngarara West C also contained the Parata Native Township lands, which are examined and discussed in detail in chapters 2, 3 and 4 of this report.

Crown purchasing in the 1890s removed 8,242 acres of land (or 37.7 per cent of the original Ngarara West C block) from Te Ātiawa/Ngātiawa ki Kapiti ownership.[33] Private purchasers were also active in Ngarara West C during the 1890s. Walghan Partners calculate that 19 sections (a total area of 7,360 acres) were purchased by private buyers in the decade after 1890. This accounted for a further third (33.6 per cent) of the blocks's original area.[34] Therefore, by 1900 only 6, 277 acres (or 28.7 per cent) of the original area of Ngarara West C remained in Te Ātiawa/Ngātiawa ki Kapiti ownership.[35] By 1925, private purchasing (again largely by the Field and Elder families) reduced Māori land in this block to 3,280.5 acres (or 15 per cent) of the block's original area.[36] Discussion of Ngarara West C in this report concentrates on Elder's acquisition of the Waimahoe Station, most of which is Ngarara West C land. This includes

[29] Walghan Partners, 2018, Wai 2200, A203, p 35
[30] Suzanne Woodley, 'Local Government Issues Report', 2017, Wai 2200, A193, pp 735-742
[31] Walghan Partners, 2018, Wai 2200, A203, p 35
[32] Walghan Partners, 2018, Wai 2200, A203, p 71
[33] Walghan Partners, 2018, Wai 2200, A203, p 39
[34] Walghan Partners, 2018, Wai 2200, A203, p 39
[35] Walghan partners, 2018, Wai 2200, A203, p 39
[36] Walghan partners, 2018, Wai 2200, A203, p 41

Elder's attempt to control the river upstream from the railway, particularly Ngarara West C section 23.

Muaupoko block

The Native Land Court awarded title for the Muaupoko block (2,619 acres) to the Otaraua hapū of Te Ātiawa/Ngāti Awa ki Kapiti in May 1873. The Crown's 1875 purchase of part of the block reduced it by more than a third. Walghan Partners calculate that the Crown purchased 983 acres, which represented 37.5 per cent of the block's original area.[37] The remainder of the block was partitioned by the Otaraua owners in October 1881 to create Muaupoko 1 (333 acres) and Muaupoko 2 (1,318 acres).[38] This initial partitioning was disputed by some of the owners resulting in further Native Land Court hearings in 1885 and 1886. As a result, the initial partitions were cancelled and Muaupoko A (1,220 acres) and B (431 acres) were created. Private purchasing of parts of Muaupoko A seem to have occurred during the 1880s. On the partition of Muaupoko A in July 1887, three sections were awarded to Henry Samuel Hadfield and two to Hannah Field.[39]

This early pattern of alienation reveals that 2, 291¼ acres of the Muaupoko block (or 87.5 per cent of the block) was purchased prior to 1890, leaving less than 20 per cent of the land in Te Ātiawa/Ngāti Awa ki Kapiti ownership in 1890.[40] However, chapters 6 to 9 of this report do discuss the role Hannah Field played in the private purchasing across Ngarara West. But like Kukutauaki (discussed below), Muaupoko features only where it links to the larger Ngarara West story. Walghan Partners note that further private purchasing by the Hadfield and Field families during the 1900 to 1925 period reduced Māori ownership of the Muaupoko block to under 156 acres (or 6 per cent of the original block).[41] By 1975, no Māori land remained in the Muuapoko block.

Kukutauaki block

The Native Land Court awarded Kukutaukai No. 1 to Wi Parata and other Te Ātiawa/Ngātiawa ki Kapiti individuals in 1874. They partitioned it into Kukutauaki 1A (49a 2r 0p) and 1B (601a

[37] Walghan partners, 2018, Wai 2200, A203, p 44. The 1878 plan ML 376 is titled 'Plan of Muaupoko and 1000 acres purchased by the Government', however the plan itself shows the surveyed area purchased as 983 acres.
[38] Walghan partners, 2018, Wai 2200, A203, p 65
[39] Walghan partners, 2018, Wai 2200, A203, p 65
[40] Walghan partners, 2018, Wai 2200, A203, p 44
[41] Walghan partners, 2018, Wai 2200, A203, p 44

2r 10p) in September 1897. Two years later, 1A was sold to William Hughes (W H) Field.[42] By 1909, most of the remainder of the Te Ātiawa Ngātiawa ki Kapiti portion of the block (Kukutauaki 1B) had been purchased by W H Field. The last portion of 1B was sold to another private buyer, Alexander Campion, in July 1913.[43] Chapter 6 of this report examines Field's transaction in greater detail and places the purchases in the broader context of Field's relationship with Wi Parata and rivalries between Field and other private purchasers vying to lease and purchase Te Ātiawa/Ngātiawa ki Kapiti land in the Ngarara and Kukutauaki blocks.

Kapiti Island

The pattern of Māori land use and alienation on Kapiti Island was shaped by Crown policies and legislation, which did not apply to the mainland blocks held by Te Ātiawa/Ngātiawa ki Kapiti. By the 1890s the Crown had decided to acquire the island as a wildlife reserve and set about systematically purchasing the interests of Māori owners and Europeans who had been leasing land from them.[44] The Kapiti Island Reserves Act 1897 was passed to facilitate this purchasing. Walghan Partners have calculated that in 1900, only three years after this Act was passed, 834¼ acres of the island had been purchased. The majority of this was purchased by the Crown (821.81 acres), with the remainder included in a private purchase by Malcolm Maclean. This represented nearly 20 per cent (18.68 per cent) of the island's total area.[45]

Crown purchasing intensified between 1920 and 1925, with a further 2, 9003¾ acres lost from Māori ownership. This accounted for 65.10 per cent of the island's area.[46] What this means is that by 1925, Māori land was confined to the portions on the northern part of the island, comprising less than 20 per cent (16.22 per cent) of the land they once owned. This was steadily eroded: by 1950 just 431 acres remained in Māori ownership. By 1975 only a small fragment (42.5 acres) was Māori-owned.[47] This land was located around Waiorua Bay on the north-eastern shore of the island, and on off-shore islands off the south-east coast of Kapiti Island. This represented less than 1 per cent (0.95 per cent) of the original area of the island.[48]

[42] Walghan Partners, 2018, Wai 2200, A203, p 47 and pp 61-62
[43] Walghan Partners, 2018, Wai 2200, A203, p 62
[44] Vaughan Wood et al, 'Environmental and Natural Resource Issues Report', 2017, Wai 2200, A196, pp 379-396
[45] Walghan partners, 2018, Wai 2200, A203, p 47 and pp 57-58
[46] Calculated from Walghan partners, 2018, Wai 2200, A203, p 47 and 59
[47] Calculated from Walghan partners, 2018, Wai 2200, A203, p 47 and 59
[48] Calculated from Walghan partners, 2018, Wai 2200, A203, p 47 and 59

Te Ātiawa/Ngātiawa ki Kapiti land today

Today only a tiny fraction of the original Ngarara, Muaupoko, Kukutauaki and Kapiti Island blocks remain in Te Ātiawa/Ngātiawa ki Kapiti ownership as Māori land. In the Ngarara area of just over 45, 000 acres, which the 1873 Native Land Court awarded solely to Te Ātiawa/Ngātiawa ki Kapiti, only around 2, 515 acres remain in Māori ownership today. This represents around five and a half percent (5.56 per cent) of the original area.[49] All of Ngarara West B, approximately one and a half thousand acres, was alienated from the iwi's ownership.[50] So the only Ngarara West land remaining in Te Ātiawa/Ngātiawa ki Kapiti ownership today is in the Ngarara West A and C blocks.

Ngarara West A and C present a contrasting picture. A much smaller percentage of land remains in Te Ātiawa/Ngātiawa ki Kapiti ownership in the flat, productive and commercially valuable Ngarara West A than in the hilly Ngarara West C. Ngarara West A originally contained around 6,300 acres, although figures vary.[51] Today only about 33 acres (33.33 acres) of this is Māori land. This represents around half a per cent (around 0.53 per cent) of the original Ngarara West A area. Of the 11 pieces of Ngarara West A remaining in Māori ownership today, none are more than 4 acres in extent, and the average parcel contains only 3.03 acres.[52] By contrast, Te Ātiawa/Ngātiawa ki Kapiti retain close to two and a half thousand acres (2,486.68 acres) of the hilly Ngarara West C area, which originally covered around 21,000 acres. This represents around 11 per cent of this area. The largest parcel of Māori land in Ngarara West C is 733 acres, and the average size of the nine pieces of Māori land in Ngarara West C today is just over 276 acres (276.30).[53] However, as noted, this land is generally rough hill country, further from urban areas and often inaccessible.

Both the Kukutauaki and Muaupoko blocks have been completely alienated from Māori ownership.[54] As a result, Te Ātiawa/Ngātiawa ki Kapiti no longer own any land in these blocks. On Kapiti Island, just over 42 and a half acres (42a 2r 2p) of the approximately 4,455 acres are

[49] Calculated from summary figures given in Walghan, 2018, Wai 2200, A203, p 122
[50] Walghan give two figures for the area of Ngarara West B, 1,534:3:3 acres as first surveyed and 1,410:3:7.9 acres when the final subdivisions are added up (Walghan, 2018, Wai 2200, A203, p 71)
[51] Walghan give various figures for the area of Ngarara West A, 6,300:1:32 in their summary section; 7,316:1:3 acres as first surveyed and 6,880:1:16.9 acres when the final subdivisions are added up (Walghan, 2018, Wai 2200, A203, pp 23, 71). The first figure of 6,300 has been used in this section.
[52] Calculated from list of remaining Māori land in the Ngarara block in Walghan, 2018, Wai 2200, A203, p 121
[53] Walghan give two figures for the area of Ngarara West C, 21,879:0:00 acres as first surveyed and 21,527:0:28.2 acres when the final subdivisions are added up (Walghan, 2018, Wai 2200, A203, p 71). Calculated from list of remaining Māori land in the Ngarara block in Walghan, 2018, Wai 2200, A203, p 121.
[54] Walghan Partners, 2018, Wai 2200, A203, p 63 and 69 respectively.

still owned by Māori today. This represents less than 1 per cent (0.95 per cent) of the island's original area.[55] What remains in Māori ownership is at the northern end of the island in Waiorua (Kapiti No. 5 and No. 6) surrounding Waiorua Bay, and on the small offshore islands of Tahoramaurea, Tokomapuna and Motungarara, off the south-eastern side of Kapiti Island.[56]

Taken together, these figures show that Te Ātiawa/Ngātiawa ki Kapiti experienced a dramatic and almost complete loss of their land over the course of the twentieth century. Chapter 9 of this report provides further analysis and comment on the landless state of Te Ātiawa/Ngātiawa ki Kapiti today. With the vast majority of that loss taking place in the twentieth century, this report provides a detailed examination of how this land alienation unfolded, and of Te Ātiawa attempts to retain their land. It also examines the role the Crown played as a regulator of private purchasing of Māori land.

[55] Calculated from summary figures given in Walghan, 2018, Wai 2200, A203, p 59
[56] Walghan Partners, 2018, Wai 2200, A203, p 58

Chapter 1: Te Ātiawa/Ngāti Awa ki Kapiti Native Reserves in the 20th Century

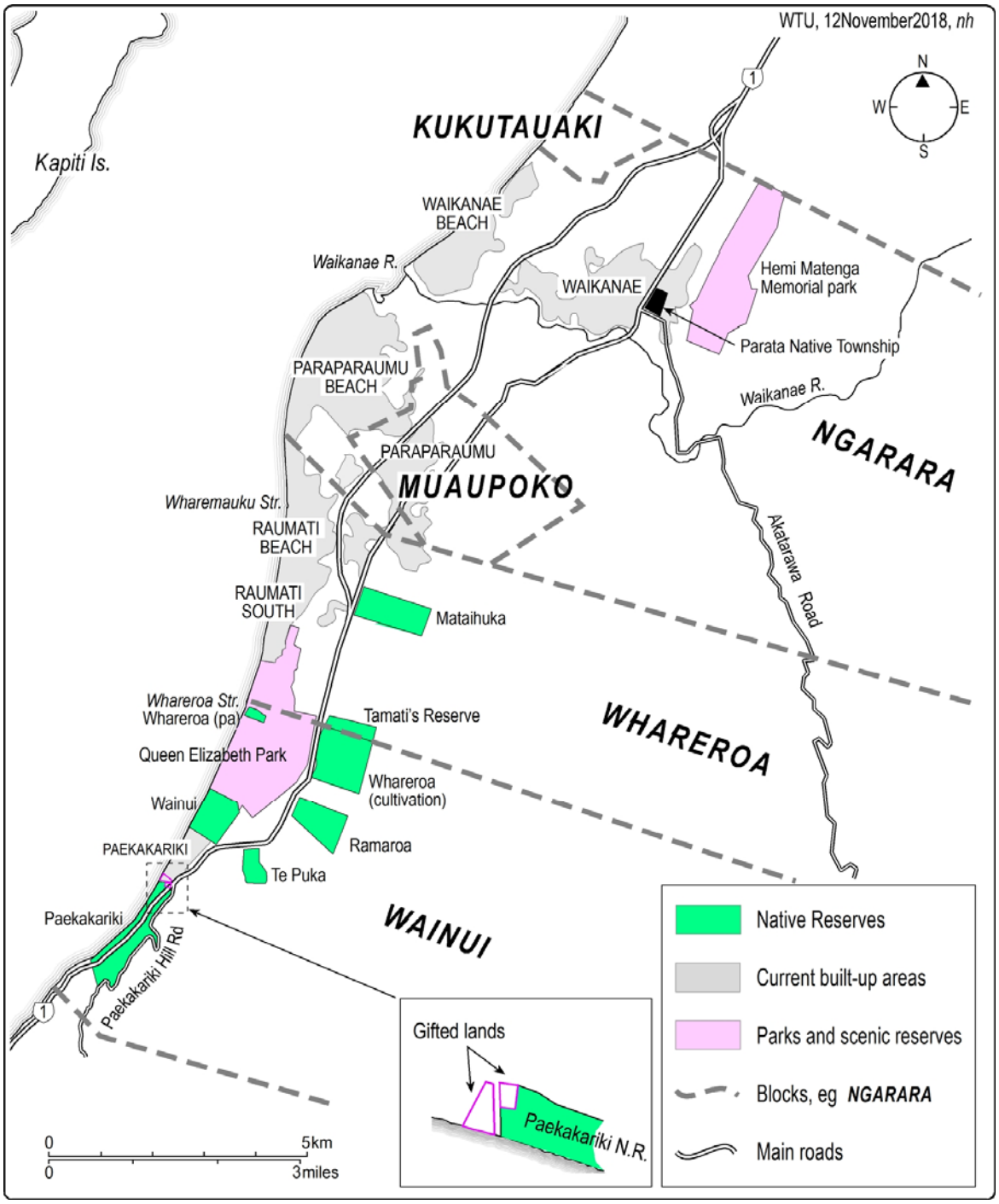

Figure 3: Native reserves in the Whareroa and Wainui purchases, 1858-1859 shown with current roads and urban areas

(Noel Harris, Waitangi Tribunal Unit)

1.1 Introduction

The Native reserves examined in this chapter were areas of land set aside or excluded from Crown purchases of Māori land in the nineteenth century, prior to the establishment of the Native Land Court in 1865. In some cases, the Crown used Native reserves as a tool to enable it to complete Crown purchases with Māori for their land. In many cases, Native reserves were set aside or excluded because they contained Māori villages, settlements, cultivations, mahinga kai, and ūrupā that were still in use at the time.

As discussed in the introduction to this report, eight Native reserves were made within the two Crown purchases that Te Ātiawa/Ngāti Awa ki Kapiti participated in along with Ngāti Toa: the Whareroa purchase completed in 1858 and the Wainui purchase of 1859.[57] The Whareroa and Wainui blocks comprised an estimated 64,000 acres in total. Although the acreages in the sources vary, the Native reserves themselves totalled around 1,044 acres (or 1.63 per cent of the area of the two blocks combined).

Within the Whareroa block the following Native reserves were set aside:

1. Mataihuka Reserve (210 acres)
2. Tamati's Reserve (50 acres)

Within the Wainui block the following were set aside:

3. Paekakariki Reserve (130 acres)
4. Wainui Township Reserve (155 acres)
5. Te Puka Reserve (50 acres)
6. Ramaroa (also known as Rongo o te Wera) Reserve (168 acres)
7. Whareroa Reserve (a cultivation also known as Ngapaipurua) (261 acres)
8. Whareroa Pa Reserve (20 acres)

A map showing the location of these eight Native reserves is shown in Figure 3 above and also in Figure 4 below.

[57] Two small areas of gifted land were also set aside from the Wainui block purchase for the half-caste children of John and Peti Nicol (6 ½ acres) and for Henry Flugent (2 ½ acres). These two areas are shown in Figure 3.

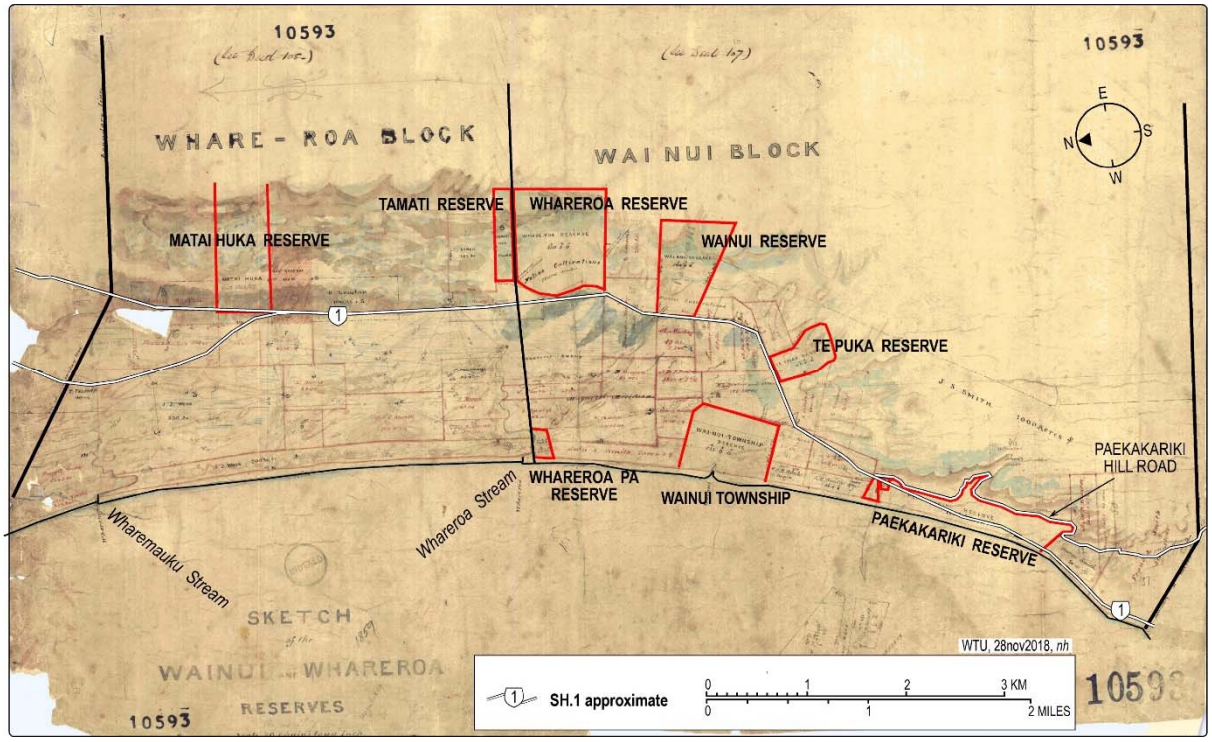

Figure 4: Sketch plan showing Native reserves within the Wainui and Whareroa blocks, with modern annotations

(Source: Wellington District, SO 10593, n/d, annotations by Leanne Boulton and Noel Harris, Waitangi Tribunal Unit, 2018)

As outlined in Tony Walzl's nineteenth century Ngātiawa land and political engagement report completed for this inquiry, Te Ātiawa/Ngāti Awa ki Kapiti played a much smaller role in the sale of the Wainui and Whareroa blocks to the Crown, with most being opposed to the sales.[58] For example, in relation to the Crown's purchase of the 30,000-acre Wainui block in 1859, Tony Walz concludes that of the 95 people who signed the deed, most appeared to be of Ngāti Toa. However, he also states that some had Ngātiawa connections, but other significant Ngātiawa rangatira of Waikanae had not signed the deed.[59] Consequently, Te Ātiawa/Ngāti Awa ki Kapiti appear to have a more identifiable connection with the two reserves made in the Whareroa block purchase (Mataihuka and Tamati's Reserve), but only one of the six reserves made in the Wainui block purchase (namely, Whareroa Pa Reserve). The evidence suggests that the other five Native reserves in the Wainui block (Paekakariki Reserve, Wainui Township Reserve, Te Puka Reserve, Ramaroa Reserve (Rongo o te Wera) and Whareroa [cultivation] Reserve) were more likely held and inhabited by Ngāti Toa, Ngāti Mutunga and Ngāti Maru.

[58] Walzl, 2017, Wai 2200, A194, pp 270-283
[59] Walzl, 2017, Wai 2200, A194, p 376

The Crown's negotiations in the nineteenth century with local iwi, including Te Ātiawa/Ngāti Awa ki Kapiti, for the purchase of the Wainui and Whareroa blocks and the creation of the eight Native reserves listed above is covered in existing research and readers should refer to these reports for further detail.[60] This chapter brings to light which Native reserves remained in Māori ownership in the twentieth century, whether Te Ātiawa/Ngāti Awa ki Kapiti were able to utilise these reserves, and how much of these reserves remain as Māori land today.

The existing records on the Native reserves examined in this chapter are fragmentary and sometimes unclear, as is often the case with Native reserves and Māori land in general. However, Walghan Partners' block research narratives Ngātiawa edition has been relied on for the majority of alienation data on the reserves.[61] Where the data on the original title awards for the reserves is limited or missing, further research into sources such as Native Land Court minutes has been undertaken to provide a fuller picture.

Alienation of the Native reserves

In the decades after these eight Native Reserves were created out of the Whareroa and Wainui blocks, pressure to sell or lease the reserves increased as the surrounding Crown land, was cut up and placed on the market and settlers (many holding large tracts of land) began establishing homes and farms from the mid-1860s.

For five of the six reserves created from the Wainui block, title was not legally formalised until 1888 by the Native Land Court. The exception was Ramaroa Reserve (Rongo o te Wera), for which a certificate of title under the Land Transfer Act 1885 was issued in 1887. Ramaroa Reserve was purchased the same year by a neighbouring landowner. For the two reserves made within the Whareroa block, a Crown grant was issued for Tamati's Reserve in 1863 and it was sold in 1896. No Crown grant or formal title was awarded for Mataihuka Reserve, but in 1866 it was brought under the Native Reserves Act 1856 so that it could be sold to a private purchaser the same year. These three reserves alone represent around 41 per cent (or 428 acres) of the total Native reserves being alienated before 1900. The actual amount of Native reserve land

[60] Walzl, 2017, Wai 2200, A194, pp 270-283, 373-377; Robyn Anderson and Keith Pickens, 'Wellington District: Port Nicholson, Hutt Valley, Porirua, Rangitikei, and Manawatu', Waitangi Tribunal, Rangahaua Whanui Series, District 12, 1996, Wai 2200, A165, pp 69-72, 89-92, 101-110; Jane Luiten, 'An Exploratory Report Commissioned by the Waitangi Tribunal on Early Crown Purchases: Whanganui ki Porirua', 1992, Wai 2200, A176, pp 22-24 and 31-32.

[61] Walghan Partners, 2018, Wai 2200, A203, pp 49-50, 123-126, 137-142

alienated prior to 1900 will be higher than this, considering that many smaller alienations across the other five reserves occurred before 1900.

Therefore, Native Reserves made up a tiny fraction of the overall land held by Te Ātiawa/Ngāti Awa ki Kapiti at the beginning of the twentieth century. Today, virtually none of the approximately 1,044 acres of Native Reserves (with the exception of two very small urupā), remain as Māori land. These reserves are discussed in more detail below.

1.2 Mataihuka Reserve (210 acres)

In the 1850s Mataihuka was a kainga - a small Ngātiawa village with a population of around 40 individuals.[62] Mataihuka was set aside as a Native reserve because it was a place where Ngātiawa were living at the time of the purchase negotiations in the late 1850s.[63] Later petitions from Māori who claimed interests in the Mataihuka Reserve reveal that one of the reasons they had sought to reserve the land was that it contained burial places.[64]

[62] Walzl, A194, pp. 226-227, citing HT Kemp 'Report on the Port Nicholson District', 1850, *New Munster Gazette*, 21 Aug 1850.
[63] Walzl, A194, p. 275, citing 6 Aug 1858, Searancke to McLean, *AJHR* 1861, C-1, p.279.
[64] Petition No. 594/14 of H K Tatana Whataupoko and nine others, 1914 in AEBE 18507 LE1 596 1914/9, ANZ Wgt and Petition of Inia Hoani Kiharoa, 4 August 1917 in AEBE 18507 LE1 665 1917/17, ANZ Wgt

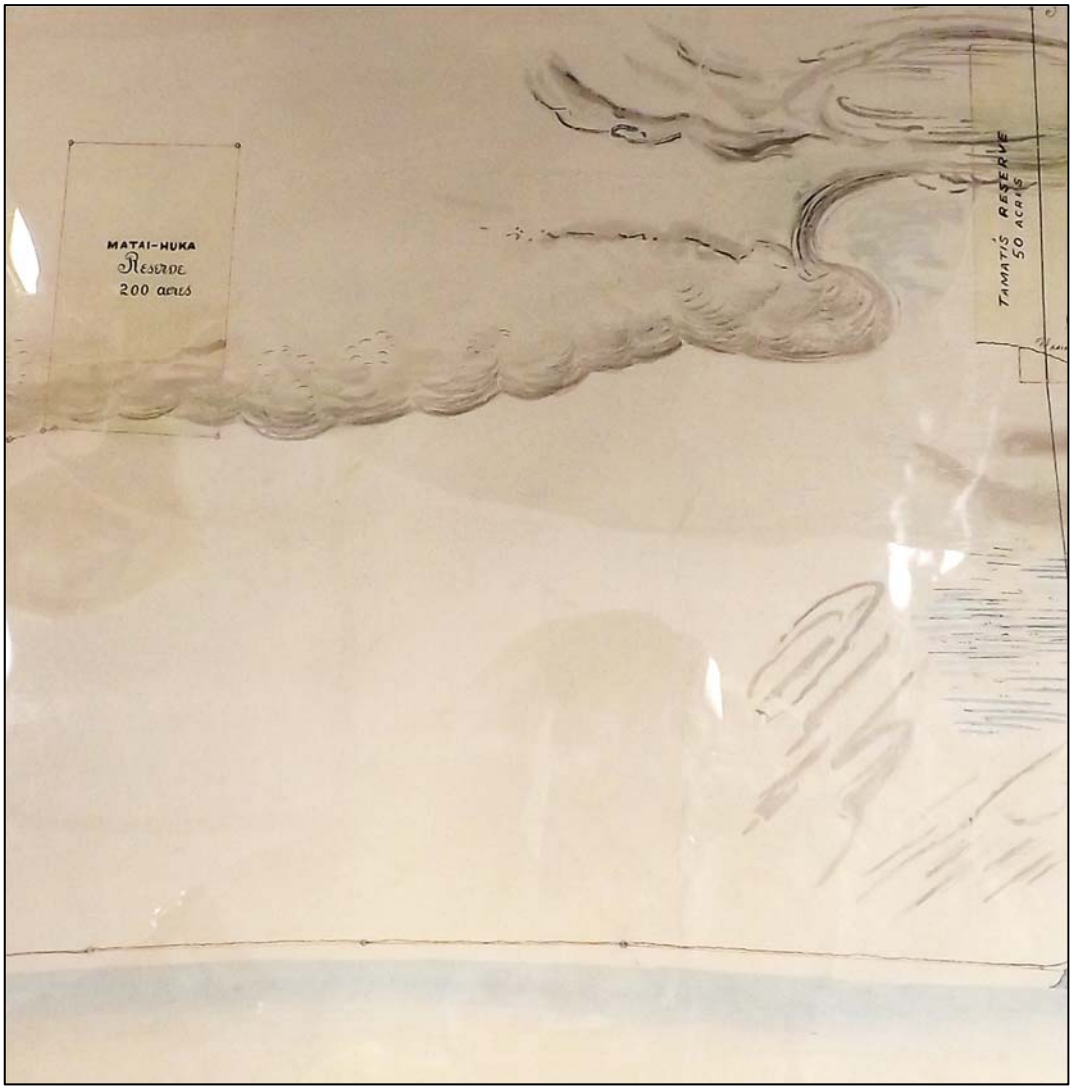

Figure 5: Extract from a plan titled 'Sketch of the Whare-roa and Wai-nui Blocks', 1859 showing the Maitahuka Reserve (left), Tamati's Reserve (right)

(Source AAFV 997 119/1 W11, ANZ, Wgt)

Sale of Mataihuka Reserve in 1866

In 1866 Mataihuka Reserve was sold by 'resident Wainui natives' to a Joseph John Wood for £110.[65] No further information on the individuals who sold the land has been located. At the time of sale in 1866, it seems that no survey had been conducted or Crown grant issued to Māori for Mataihuka Reserve since the Wainui block purchase in 1858. Therefore, to enable the sale, an Order in Council was issued on 23 February 1866, which brought Mataihuka Reserve of 210 acres under the Native Reserves Act 1856 and the Native Reserves Amendment

[65] 'Note B – On the Mataihuka Claim' appended to 'Report on the Claims of the Half-caste Daughters of Betty Nicol, Mrs Jane Brown and Mrs Naera' by William Fox, West Coast Commissioner, New Plymouth, 6 June 1882 in p 32 Report of the West Coast Royal Commission, *AJHR* 1882, G-5, p 32

Act 1862 so that the Native Reserves Commissioner could sell the land to Joseph John Wood.[66] The money was subsequently paid to Māori and a Crown grant issued to Wood.[67]

The Native Reserves Act 1856 allowed the Governor to appoint commissions and commissioners of Native reserves and gave them legally enforceable powers to dispose of and manage Native reserves.[68] Section 6 of the Act gave commissioners the power to:

> exchange absolutely, sell lease or otherwise dispose of such lands in such manner as they in their discretion shall think fit, with a view to the benefit of the aboriginal inhabitants for whom the same may have been set apart.[69]

The Act made no provision for Māori involvement in the management of the reserves, nor was there any legal requirement for the commissioners to consider Māori wishes in their decisions to dispose of Native reserves by lease or sale.

Petitions to Parliament in the twentieth century regarding the sale of Mataihuka Reserve

The loss of Mataihuka reserve remained an issue in the decades after sale and well into the twentieth century as Māori petitioned Parliament in 1877, 1912, 1914, 1917, and 1927 about the wrongful sale of the reserve. Some of the petitioners alleged that Mataihuka had been sold by the Crown without their consent and also called for the return of burial grounds within the Mataihuka block. It is not clear to what extent these individuals were petitioning on the basis of Te Ātiawa/Ngāti Awa ki Kapiti rights to Mataihuika, as the evidence suggests that some petitioners were of or claiming rights through Ngāti Toa. [70] Despite these petitions, it does not appear that the Crown provided any compensation or other remedy for the alleged wrongful sale of Mataihuika Reserve.

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[66] NZG, issue 13, 1866, p. 83.

[67] 'Note B – On the Mataihuka Claim' appended to 'Report on the Claims of the Half-caste Daughters of Betty Nicol, Mrs Jane Brown and Mrs Naera' by William Fox, West Coast Commissioner, New Plymouth, 6 June 1882 in p 32 Report of the West Coast Royal Commission, *AJHR* 1882, G-5, p 32

[68] Sections 1 & 2, The New Zealand Native Reserves Act 1856

[69] Section 6, The New Zealand Native Reserves Act 1856

[70] For details on the 1877 petition see Wakahuia Carkeek, *The Kapiti Coast: Maori tribal history and place names of the Paekakariki – Otaki district* (Wellington: AH & A W Reed, 1966), p 124 citing *AJHR* 1882, G-5, p 32; for the Crown's response to the 1877 petition see 'Note B – On the Mataihuka Claim' Report of the West Coast Royal Commission, AJHR 1882, G-5, pp 31-33. For subsequent petitions and the Crown's response see Petition No. 214/12 of Tatana H T Whataupeke and 9 others, 3 September 1912 in AEBE 18507 LE 1 665/ 1917/17, ANZ Wgt and; Petition No. 594/14 of H K Tatana Whataupoko and nine others, 1914 in AEBE 18507 LE1 596 1914/9, ANZ Wgt; Petition of Inia Hoani Kiharoa, 4 August 1917 in AEBE 18507 LE 1 665 1917/17, ANZ Wgt and Native Affairs Committee Report on the Petition of Tatana H T Whataupeke and 9 others, 11 August 1920 in ACIH 16036 MA1 1427/ 1927/373, ANZ Wgt. See also Wai 2200, A67, pp 11148-11159; Memorandum for the Chairman of the Native Affairs Committee, from R N Jones, Under-secretary, Native Department, 14 October 1927, ACIH 16036 MA1 1427/ 1927/373, ANZ Wgt.

1.3 Tamati's Reserve (50 acres)

Tamati Whakapakeke (sometimes referred to as Whakakeke) was a chief of the Puketapu hapū, a hapū of Te Ātiawa/Ngāti Awa ki Kapiti.[71] Tamati's Reserve of 50 acres was most likely originally part of the Whareroa Cultivation Reserve (sometimes referred to as Ngapaipurua) which was directly adjacent.[72] The 50 acres were set aside at the request of Tamati Whakapakeke as he was a non-seller and opposed the sale of the Whareroa block.[73] In 1863 Tamati Whakapakeke was issued a Crown grant for the land, without restrictions on alienation.[74] No additional information was recorded against the land in the Deeds Index. There is some evidence that Tamati and others continued to occupy the land throughout the 1860s, despite pressures caused by its proximity to settler-owned properties.[75]

Sale of Tamati's Reserve in 1896

In June 1870 a neighbouring European landowner, Henry Lynch, approached the government to say that he would be interested in purchasing Tamati's Reserve to enable him to build a road to his property on the northern side of it.[76] He described the reserve as 'a strip of bush known as Tamati's reserve' which 'stands between my property here, and the Native clearance' (referring to the Whareroa Cultivation Reserve). He noted that 'this old Chief is long since dead his widow, and his widow's second husband also dead leaving no lawful heir that I can discover.'[77] No reply to Lynch's letter has been found and his desire to purchase the land did not eventuate.

It was not until several decades later in 1896 that Tamati's Reserve was sold. Tamati's successors sold the 50 acre-reserve to the Mackay Brothers, who were also neighbouring

[71] Walzl, A194, pp. 111; 376

[72] Plan titled 'Sketch of the Whareroa and Wai-nui Blocks', drawn by R S Anderson and dated 16 December 1859, AAFV 997 119/1 W11, ANZ Wgt

[73] Walzl, A194, pp. 279-280, citing 5 Apr 1888, Evidence of Wi Parata, Whareroa Title, Wgtn MBk.2, pp. 223-224 and citing 4 Apr 1888, Evidence of Hamapiria Maiho, Whareroa Title, Wgtn MBk.2, pp.205-7.

[74] Crown Grant 14-2D/53, 20 August 1863. Crown Grants Register – Wellington, ABWN, 8090 W5274, 469/ R.14.2, ANZ Wgt

[75] Evidence of the reserve's use and occupation can be found an 1867 letter from Tamati, Henere, Te Ha, Rauru, Toi, Patutu, Uewhata and Paetaku to the Commissioner of Crown Lands asking that 'a right of way from our land to the Main Road' be laid off. Tamati and others, Tangohanga to Mr Fitzherbert, Commissioner of Crown Lands, 23 March 1967 (letter in te reo Māori and English translation on file) in ADXS 19480 LS-W2 17/ 1867/168, ANZ Wgt

[76] He may have originally approached the government about purchasing the reserve in November 1869, however in that letter he does not name the reserve and describes it as being 90 acres, so it is unclear whether he was referring to Tamati's reserve or not (H Lynch to I G Holdsworth, D C C L, Wellington, ADXS 19480 LS-W 2 19/ 1869/310, ANZ Wgt

[77] H Lynch, Paikakariki [sic] to I G Holdsworth, 13 June 1870 in ADXS 19480 LS-W2 20/ 1870/223, ANZ Wgt

landowners.[78] The Mackay brothers (of Mackay's Crossing) owned considerable amounts of the land in the district (land held by the Mackay brothers is shown in Figure 6 below).

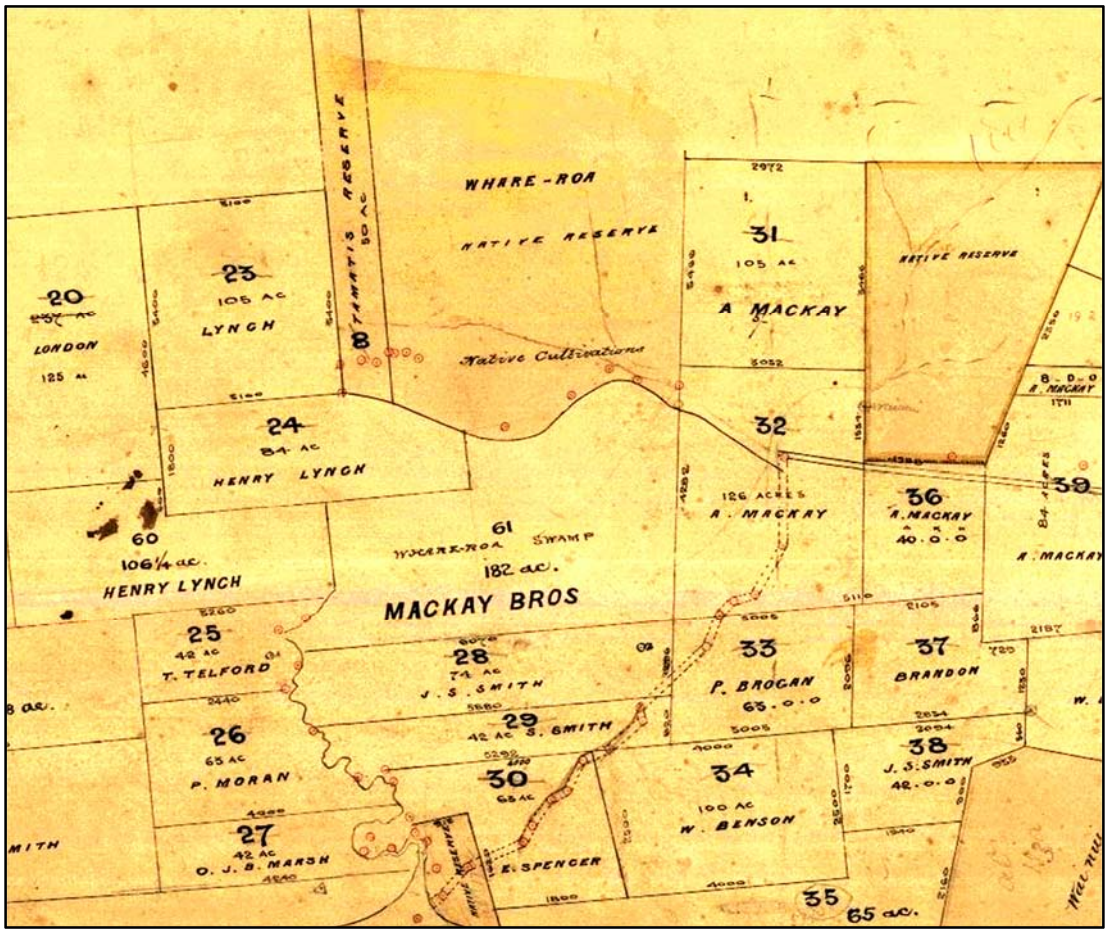

Figure 6: The location of land owned by Henry Lynch and by the Mackay Brothers adjacent and near to Tamati's Reserve

(Source: 'Wai-nui and Whareroa Survey', SO 10739, Wellington district, no date)

It is clear that in the case of Tamati's Reserve the Crown grant offered no protection of the land from alienation and as a result it was lost as a permanent inheritance for the hapū. The Te Tau Ihu Tribunal examined occupation reserves created for Māori in that region and commented on the tenure of Crown-granted reserves. As they noted, Māori:

> often saw this [type of tenure] as desirable, perhaps in order to gain greater security of title, or because it allowed them to benefit from their ownership of the land by leasing or selling it, or because (for a time) it enabled them to vote. Crown grants conflicted

[78] WN CT 81/177, 20 March 1896. See also 'Wai-nui and Whareroa Survey', SO 10739, Wellington district, no date, which shows the Mackay Brothers land adjacent and near to Tamati's Reserve.

> with the collective basis of Maori landholding, however, since they could be made only to individuals (one or more).[79]

They concluded that 'Crown-granted reserves were usually the first to be alienated, and, as we have also demonstrated, officials were aware that this was likely. Land held under Crown grant was not necessarily subject to alienation restrictions, and most was not.'[80]

1.4 Paekakariki Reserve (approx. 130 acres)

Little information has been located about the reasons or circumstances surrounding the creation of the Paekakariki Reserve, which was set aside from the Crown's purchase of the Wainui block in 1859.[81]

In 1888, a plan of Paekakariki Reserve showing a public road along the eastern boundary of the block was brought before the Native Land Court by Wi Parata for what seems to be a title investigation hearing, possibly in connection with the road.[82] On 4 April 1888 the court ordered that title be issued in the following manner:

- Paekakariki No. 1 (the southern half of the block according to the plan[83]) to Wi Katene te Wahapiro, Rupine te Wahapiro, Karehana te Weta, Kerehi te Teke and Nika Hanikamu; and
- Paekakariki No. 2 (the northern half of the block according to the plan[84]) to Wi Parata Kakakura, Hemi Matenga, and Pirihaua Tungia.

Despite the hearing, no Native Land Court title order for 1888 has been located and it seems that this title order was not confirmed, possibly due to later objections from other parties.[85]

According to Walghan Partners, title to Paekakariki 1 (49 acres 0 roods 16 perches) and Paekakariki 2 (85 acres 2 roods 8 perches) was only properly awarded and confirmed by the

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[79] Waitangi Tribunal, *Te Tau Ihu o Te Waka a Maui: Report on Northern South Island Claims,* (Wellington: Legislation Direct, 2008), p 542
[80] Waitangi Tribunal, *Te Tau Ihu o Te Waka a Maui …,* 2008, pp 542-543
[81] Walzl, A194, p. 277, citing, *New Zealander*, 21 Dec 1859.
[82] Paekakariki [title investigation?], 4 April 1888, Wellington MB No.2, pp 202-203; Plan WN ML 849.
[83] Plan WN ML 849.
[84] Plan WN ML 849.
[85] See also NZG 1891, p. 995, no. 63; see minutes for further NLC hearings of Paekakariki Reserve in 1894 and 1895, Wellington MB No.4, pp 329-331, 369-370.

Native Land Court in March 1896 to similar owners to those awarded the block in 1888, as follows:[86]:

Block	a	r	p	Owners
Paekakariki No.1	49	0	16	Wi Katene Te Wahapiro, Rupene te Wahapiro, Ngawaina Hanikamu, Ataraia Mohi Nopera, Wi Katene Tipo
Paekakariki No.2	85	2	8	Ngahuka Tungia, Karehana Te Weta, Wi Parata, Hemi Matenga, Kereihi Putae

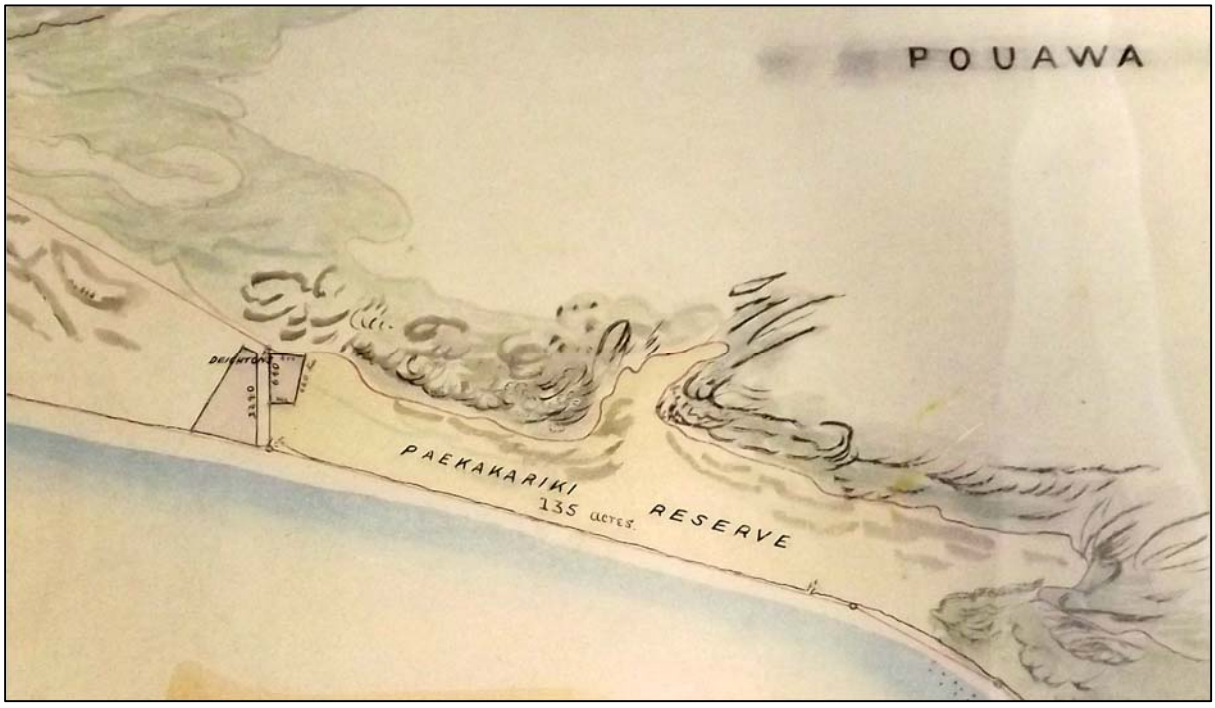

Figure 7: Extract from plan titled 'Sketch of the Whare-roa and Wai-nui Blocks', 1859 by Anderson showing the Native reserves of the Wainui Block (part 2)

(Source AAFV 997 119/1 W11, ANZ, Wgt)

20th century alienation summary

As outlined in Walghan Partners, for three decades following the award of title in 1896, Paekakariki Nos. 1 and 2 were further partitioned and portions sold to private purchasers. Two railway reserves totalling around 14 acres were made and transferred to the Wellington-Manawatu Railway Company in 1896 and 1902.[87] By 1925, over half the block (approximately

[86] Walghan Partners, 2018, Wai 2200, A203, p 124
[87] Walghan Partners, 2018, Wai 2200, A203, p 125

71 acres) had been acquired by private purchasers.[88] In June 1951, a further 33a 1r 29p of Paekakariki Reserve (part of Paekakariki 2B2 containing a total of 39a 0r 24p) was taken for railway purposes, with the remainder of 2B2 later acquired by the Crown for public works purposes.[89] The whole of the block was alienated by 1975.[90] None of Paekakariki Reserve remains as Māori land today.

1.5 Wainui Township Reserve (155 acres)

The Native Land Court awarded title for the Wainui Township Reserve in April 1888, around the same time as the Paekakariki and Te Puka Reserves. Shares in the block were awarded as follows:

In equal shares of 16 acres, 3 roods, 35 perches each:

1. Ropata Tangahoe
2. Aperahama Mira
3. Pumipi Pikiwera
4. Hirini Tanahoe
5. Hoani Tunui
6. Tiripa Tunui
7. Wi Hemara
8. Arapeta Paneta
9. Kereihi Putai

In shares of ¼ acre each:

10. Panekahu
11. Heta te Wakatari
12. Merika
13. Heni Pataro
14. Hema Rapihana

In shares of ¾ acre each:

15. Riria te Kahurangi
16. Metapere Rapata[91]

[88] Walghan Partners, 2018, Wai 2200, A203, p 49
[89] Walghan Partners, 2018, Wai 2200, A203, p 125
[90] Walghan Partners, 2018, Wai 2200, A203, p 49
[91] Wainui title investigation, 6 April 1888, Wellington MB No.2, pp 241-242.

Twentieth century alienation summary

According to Walghan Partners, none of Wainui Township Reserve was sold between the time title was awarded in 1888 and the turn of the century in 1900 and that the block remained intact until 1911 when it was partitioned several times. By 1925, around half of the block (75 acres) had been sold to private purchasers. A further 30 acres (approximately) were sold to private purchasers by 1950. In 1949, Wainui B3B2 containing 37a 1r 38p was taken by the Crown under 'better utilisation' public works legislation to form part of Queen Elizabeth II Park.[92] That year the Native Land Court awarded £1,990 in compensation for the taking of Wainui B3B2. The government valuation for the block was £1,755.[93] The circumstances around the taking of reserved land within the 1859 Wainui block purchase are discussed in greater detail below in the section on Whareroa Pa Reserve.

In 1953, the Crown also purchased Wainui B2 (16a 2r 35p) for Queen Elizabeth II Park.[94] Ten perches of Wainui B2, which contained an urupā, were also set aside as a Māori Reservation/burial ground under section 5 of the Māori Purposes Act 1937.[95] Like Whareroa Pa Reserve, Wainui B2 was also subject to rates arrears in the late 1940s. Further information can be found in Suzanne Woodley's report on local government issues for this inquiry.[96]

By 1975, with the exception of the 10 perches set aside as an urupā, the whole of Wainui Township Reserve had been alienated.

[92] Bassett, 2018, Wai 2200, A202, p 104 citing *NZ Gazette,* 9 May 1949, p 978
[93] Chief Land Purchase Officer to Commissioner of Works, 17 October 1949, ACHL_19111_23_698_1_10 PW Wainui, ANZ Wgtn.
[94] Suzanne Woodley, 'Local Government Issues Report', 2017, Wai 2200, A193, p 724
[95] Bassett, 2018, Wai 2200, A202, p 107 citing *NZ Gazette,* 21 October 1953, p 1736
[96] Suzanne Woodley, 'Local Government Issues Report', 2017, Wai 2200, A193, p 713, citing Wellington MB No. 37, 20 October 1949, pp 240-242

Figure 8: Extract from plan titled 'Sketch of the Whare-roa and Wai-nui Blocks', 1859 by Anderson showing the Wainui Township Reserve (bottom right) and Whareroa (cultivation) Reserve (top left) within the Wainui Block
(Source AAFV 997 119/1 W11, ANZ, Wgt)

1.6 Te Puka Reserve (approx. 50 acres)

Native Land Court evidence from the late 1880s located by Tony Walzl in his nineteenth century land and political engagement report suggests that Te Puka reserve of approximately 50 to 60 acres was set aside for Tamati Whakapakeke as a non-seller in the Wainui block.[97] However, this may be confusing Te Puka with Tamati's 50-acre reserve (discussed above).

Evidence that Tamati Whakapakeke was awarded title has not been located. The Native Land Court title order for Te Puka Reserve reveals that title was first awarded on 6 April 1888 to:

1. Aperahama Mira
2. Ropata Tangahoe

[97] Walzl, A194, p. 280, citing 5 Apr 1888, Evidence of Taniora Love, Whareroa Title, Wgtn MBk.2, pp. 213-6.

3. Hirini Tangahoe
4. Wi Parata te Kakakura
5. Heipiri Riki[98]

The Native Land Court also ordered that the land was 'absolutely inalienable except with the consent of the Governor by sale or Mortgage or by lease for a longer period than twenty-one years.'[99] In 1891 the owners applied to have the restriction removed, possibly for leasing. Te Puka Reserve can be seen in Figure 9 below.

Figure 9: Extract from plan titled 'Sketch of the Whare-roa and Wai-nui Blocks', 1859 by Anderson showing Te Puka Reserve (right center) and Ramaroa (Rongo o Te Wera) Reserve (top center) within the Wainui Block
(Source AAFV 997 119/1 W11, ANZ, Wgt)

[98] Walghan Partners, 2018, Wai 2200, A203, p 130; NLC title order for Te Puka A70(e), p 290.
[99] NLC title order for Te Puka A70(e), p 290; Walghan Partners, #A203, p 132;

Twentieth century alienation summary

The whole of Te Puka Reserve was sold by 1916, at which point it was owned by Leonard Sanderson Smith.[100] None of Te Puka Reserve remains as Māori land today.

1.7 Ramaroa Reserve (Rongo o te Wera) (168 acres)

Evidence located in relation to the title and alienation of Ramaroa Reserve, also known as Rongo o te Wera, is fragmentary and unclear. However, in 1887 a certificate of title (CT) for Ramaroa was eventually issued under the Land Transfer Act 1885. This CT records that Ramaroa Native Reserve was owned by:

1. Hemaima Rapihana
2. Ropata Tangahoe
3. Aperahaima Mira
4. Kereihi Putai
5. Hoani Warena Tunui
6. Tiripa Tunui
7. Hare Reweti
8. Hirini Tangahoe
9. Heta Wakatare Mareka
10. Riria te Kahurangi
11. Heni Paiaro[101]

Ramaroa Reserve can be seen in Figure 9 above (labelled as Rongo o Te Wera).

Sale in 1887

The 1887 certificate of title also records that the whole of Ramaroa Reserve was sold to Archibald, William and Alexander Mackay in August 1887.[102]

1.8 Whareroa Reserve (261 acres)

Whareroa Reserve was a cultivation, known as Ngapaipurua, and relatively large containing 260 acres 3 roods and 36 perches set aside from the Wainui block purchase in 1859. Whareroa Reserve can be seen in Figure 9 above. The Native Land Court awarded title to Whareroa Reserve on 7 April 1888 to the following owners in the following proportions:

Whareroa No. 1 (80 3 26)

1. Hana Hikaori (10/0/11),
2. Mere Toanui (10/0/18),
3. Maikara Te Tuki (10/0/11),

[100] Walghan Partners, 2018, Wai 2200, A203, p 130 citing certificate of Title WN272/18.
[101] Walghan Partners, 2018, Wai 2200, A203, p 132, citing Certificate of Title WN44/194.
[102] Walghan Partners, 2018, Wai 2200, A203, p 132, citing Certificate of Title WN44/194.

4. Annapina Tuki (10/0/11), Te Maihea Naenae (10/0/11),
5. Mekameka Ponoka (10/0/11), Mata Naenae (10/0/11), Maikara Te
6. Rapunga (10/0/11)

Whareroa No. 2 (119 2 28)
1. Te Reweti Te Rua (24/3/30),
2. Te Ann Te Whareangi (12/1/36),
3. Pahuna Te Whareangi (12/1/36),
4. Hineaha Ripini (29/3/26),
5. Matekohuru (39/3/20)

Whareroa No. 3 (20 0 20)
1. Hinekamiki (10/0/10),
2. Pare Kawhia (10/0/10)

Whareroa No. 4 (40 1 8)
1. Kapakuku Tokotana (15/0/0),
2. Apikaera Taotao (5/0/7),
3. Rutera Pakiteuru (1/2/33),
4. Titokawaru Wakatau (1/2/34),
5. Tunge (1/2/34),
6. Rangiwhakapai (7/2/7),
7. Wikitoria te Kamaku (7/2/6) [103]

Twentieth century alienation summary

Walghan Partners' alienation data for Whareroa Reserve Nos. 1-4 is limited. However, it appears that some of the Whareroa Reserve blocks were leased or sold in the late 1890s, and then the blocks were further partitioned between 1903 and 1909. Further alienations occurred in tandem with these partitions and the majority of the block appears to have been alienated by 1909. Only a 1 rood urupā within Whareroa 2C remains as Māori land today. [104]

1.9 Whareroa Pa Reserve (20 acres)

Whareroa Pa Reserve was an important area with coastal frontage (see Figure 9 above). The evidence suggests that the Puketapu hapū of Te Ātiawa/Ngāti Awa ki Kapiti had interests in Whareroa Pa reserve, alongside Ngātimaru and Ngāti Mutunga. This is most apparent in the title orders made by the Native Land Court as a result of its title investigation into several of the Native reserves within the Wainui block during 1888. The court awarded title for Whareroa Pa No. 1 to five members of the Puketapu hapū. They were:

1. Tamati Te Whakapakeke;

[103] Walghan Partners, 2018, Wai 2200, A203, p 141
[104] Walghan Partners, 2018, Wai 2200, A203, p 141-142

2. Romangunuku;
3. Arama Karaka;
4. Pirimona te Kahukino; and
5. Whiwha.[105]

The remainder of the reserve, Whareroa Pa Nos. 2 and 3, were awarded to 17 owners of Ngātimaru, and seven owners of Ngāti Mutunga, respectively.[106] The plan of Whareroa Pa Reserve produced before the court shows the reserve divided into what appears to be three even-sized portions. However, no acreage is given for these partitions. The area of the whole reserve is shown as 20 acres.[107]

It appears that the Native Land Court's orders for Whareroa Pa Nos. 1-3 were never properly completed so the block was never subdivided. In 1948 the Registrar of the Maori Land Court referred to these three awards. He stated that 'these orders … have not been be [sic] signed nor are the areas of each part shown.'[108] This meant that Whareroa Pa Reserve was subsequently alienated as one whole block in the mid-twentieth century.

Twentieth century alienation summary

The whole of Whareroa Pa remained in Māori ownership until May 1949 when it was taken under public works legislation (along with portions of the Wainui Township Reserve) to form part of Queen Elizabeth II Park, a recreation reserve. This taking is covered in detail in Heather Bassett's preliminary report on Te Ātiawa/Ngāti Awa ki Kapiti public works case studies and readers should refer to her report for full details. What follows below is a summary based on Bassett's research.

By 1947 the Crown began purchasing Māori and European-owned land, and where necessary taking land under the Public Works legislation, for the establishment of the Queen Elizabeth II Park. This included portions of the Wainui township reserve (Wainui B3B2 and Wainui B2) and the whole of Whareroa Pa reserve.[109] According to Bassett, in 1947 the Registrar of the

[105] Bassett, 2018, Wai 2200, A202, p 100-101, citing Wellington MB No. 2, pp 254-255
[106] Bassett, 2018, Wai 2200, A202, p 100-101, Wellington MB No. 2, pp 254-255
[107] ML 173, Wellington District, plan is undated
[108] Heather Bassett, ''Preliminary Report on Te Atiawa/Ngāti Awa ki Kapiti Public Works Case Studies', 2018, Wai 2200, A202, p 103 citing Particulars of title, Māori Land Court, P H Dudson, 13 July 1948, ACHL 19111 W1/812 23/698/1/10, ANZ Wgt
[109] Bassett, 2018, Wai 2200, A202, pp 98-99

Maori Land Court stated that 'most of the owners [of Whareroa Pa] are deceased and "it would appear that all the owners and their probable successors live or lived in the Wanganui and Taranaki districts."'[110] A local farmer, Mr L S Smith, appears to have been grazing stock on the reserve which adjoined his property.[111]

With regard to Whareroa Pa reserve, the Minister of Works advised the Department of Maori Affairs in June 1948 that 'no successors had been appointed since the original 1886 [sic 1888] title order' and that 'from enquiries made by this Department … none of the Maori owners or their successors have shown any interest in the land or entered upon it in living memory.'[112] The Minister of Works further advised that since the block was currently 'in abeyance' (yet to be vested in successors), the Minister would likely seek to acquire Whareroa Pa Reserve under the Public Works Act.[113] In July 1948, the Under Secretary of Maori Affairs granted permission for the Minister of Works to acquire the block. The Under Secretary based their decision on the fact that the Registrar of the Maori Land Court had advised that 'there seems to be no special reasons of policy or expediency why this land should not be taken.'[114]

On 30 November 1948, the Crown issued a notice of intent to compulsorily acquire Whareroa Pa Reserve containing 18a 3r 20p and a portion of the Wainui Township Reserve (Wainui B3B2 containing 37a 1r 38p) for 'better utilisation' to form part of Queen Elizabeth II Park. [115] Heather Bassett concluded that the notice of intent was published in the *Evening Post* (Wellington) and *Southern Cross* (Auckland), but 'there is no record of any further steps being taken by the Ministry of Works to contact the potential owners of the Whareroa Pa reserve.'[116] In May 1949, Whareroa Pa and Wainui B3B2 were officially taken under the Public Works Act for the Park.[117]

[110] Bassett, 2018, Wai 2200, A202, p 101, citing Registrar, Native Land Court, Wellington to Under Secretary, Public Works Department, 18 March 1947, ACHL 19111 W1/812 23/698/1/10, ANZ Wgt
[111] Bassett, 2018, Wai 2200, A202, p 101 citing Under Secretary, Public Works to Under Secretary for Lands, 18 March 1947, ABKK 889 W4357/318 50/695 pt 1, ANZ Wgt
[112] Bassett, 2018, Wai 2200, A202, p 103 citing Minister of Works to Under Secretary, Department of Māori Affairs, 17 June 1948, ACHL 19111 W1/812 23/698/1/10, ANZ Wgt
[113] Bassett, 2018, Wai 2200, A202, p 103 citing Minister of Works to Under Secretary, Department of Māori Affairs, 17 June 1948, ACHL 19111 W1/812 23/698/1/10, ANZ Wgt
[114] Bassett, 2018, Wai 2200, A202, p 103 citing Shepherd, Under Secretary, Māori Affairs Department to Commissioner of Works, 23 July 1948, ACHL 19111 W1/812 23/698/1/10, ANZ Wgt
[115] Bassett, 2018, Wai 2200, A202, p 104 citing *NZ Gazette,* 30 November 1948, p 1489
[116] Bassett, 2018, Wai 2200, A202, p 104 citing *Evening Post*, extract, 9 December 1948, *Southern Cross*, extract, 9 December 1948, ABKK 889 W4357/318 50/695 pt 1, ANZ Wgt
[117] Bassett, 2018, Wai 2200, A202, p 104 citing *NZ Gazette,* 9 May 1949, p 978

Suzanne Woodley, in her report on local government issues for this inquiry, notes that £3780 in compensation was paid to the Ikaroa District Maori Land Board for the compulsory acquisition of Whareroa Pa Reserve in 1949.[118] At face value, the amount of compensation seems reasonable as in 1945, as noted by Bassett, Whareroa Pa Reserve was given a capital value of £4,005.[119] At the time compensation was paid, Woodley states that Whareroa Pa Reserve was also subject to a £77 8s 4d charging order for rates arrears and it was likely that this money was deducted from the compensation money.[120]

As discussed above in the section on the Wainui Township Reserve, Wainui B2 (16a 2r 35p) was eventually purchased by the Crown for Queen Elizabeth II Park, with 10 perches of the land containing an urupā set aside as a Māori Reservation/burial ground.[121]

1.10 Summary and conclusion

The Native reserves created in the Whareroa and Wainui Crown purchases of 1858 and 1859 were selected by hapū to protect their kainga, cultivations and urupā. The census of 1850, and other early accounts of Māori settlement along the coast from Paekakariki to Raumati South provides a vivid picture of these communities, with schools, churches and extensive agriculture and livestock for their own consumption and for the burgeoning trade with European settlers. The twentieth century saw the transformation this landscape from one dominated and controlled by hapū to one where their presence was minimalised and largely erased by the mid-twentieth century.

Despite their status as reserves, several of the Native reserves created in the Crown's Whareroa and Wainui purchases in 1858 and 1859 were purchased by private buyers before 1890. These included Mataihuka and Tamati's Reserve, the two Native reserves made in the Whareroa block. Mataihuka Reserve was brought under the Native Reserves Act 1856 and then sold by the Crown to John Wood, who received a Crown grant for the land in 1866. Title to Tamati's Reserve was issued to Tamati Whakapakeke in a Crown grant in 1863. It was purchased from

[118] Suzanne Woodley, 'Local Government Issues Report', 2017, Wai 2200, A193, p 713, citing Wellington MB No. 37, 20 October 1949, pp 240-242
[119] Bassett, 2018, Wai 2200, A202, p 97 citing Government Valuation, Whareroa Native Reserve, 3 January 1945, ABKK 889 W4357/318 50/695 pt 1, ANZ Wgt
[120] Suzanne Woodley, 'Local Government Issues Report', 2017, Wai 2200, A193, p 713, citing Wellington MB No. 37, 12 October 1949, pp 217-218; 20 October 1949, pp 240-242; see also Woodley, A193, p 724
[121] Bassett, 2018, Wai 2200, A202, p 106-7, citing *NZ Gazette*, 21 October 1953, p 1736, 1788 and *NZ Gazette*, 6 September 1954, p 1435

his successors by Archibald, William, Alexander and Arthur Mackay (who farmed several other blocks nearby) in 1896. A few years earlier in 1887, they had also purchased the Ramaroa Reserve in the Wainui block.[122] In 1892 and 1893, parts of the Whareroa cultivation reserve, which was adjacent to Tamati's reserve, were purchased by Ossian and Michael Lynch, whose other land lay nearby.

However, the large majority of the Native reserves in the Wainui block (Paekakariki, Wainui Township, Te Puka, Whareroa Pa and the Whareroa cultivation reserve) remained in Māori ownership in 1900. In broad terms, the 1910s and 1920s saw a considerable proportion of this remaining reserve land sold to private buyers, almost all of whom belonged to the Smith family who owned the surrounding farmland. The 50-acre Te Puka Reserve was purchased sometime before 1916, when it was owned by Leonard Sanderson Smith.[123]

Paekakariki Reserve was partitioned into Paekakariki No. 1 (49a 0r 16p) and No. 2 (85a 2r 8p) by the Māori owners in March 1896. Paekakariki No. 1 was further subdivided later that year. This resulted in part of Paekakariki No. 1A (5a 1r 8p) being set aside as a railway reserve.[124] The same thing happened when Paekakariki No. 2 was partitioned in 1902 – part of Paekakariki No. 2A (9a 0r 37p) was designated as a railway reserve.[125] Almost all of the remainder of the reserve was progressively purchased by private buyers (mostly John Sydney Smith and Eva Florence Smith) between 1897 and 1926.[126]

In the case of the Wainui Township Reserve the majority of the land was purchased by Harold and Annie Smith between 1911 and 1924. Two further pieces were sold to Dorothy Anne Smith in 1931 and 1934.[127] Similarly, between 1907 and 1909 portions of the Whareroa cultivation reserve were purchased by the Lynch family and the Mackay brothers.[128]

The final portions of the Paekakariki and Wainui reserves were alienated from Māori ownership in the late 1940s and early 1950s under public works legislation. The whole of Whareroa Pa reserve and the last portion of the Wainui reserve were taken under for 'better

[122] Walghan partners, 2018, Wai 2200, A203, p 132
[123] Walghan partners, 2018, Wai 2200, A203, p 130
[124] Walghan partners, 2018, Wai 2200, A203, p 124
[125] Walghan partners, 2018, Wai 2200, A203, p 124
[126] Walghan partners, 2018, Wai 2200, A203, p 125
[127] Walghan partners, 2018, Wai 2200, A203, p 138
[128] Walghan partners, 2018, Wai 2200, A203, p 142

utilisation' and became part of the Queen Elizabeth Park.[129] The last piece of Paekakariki reserve was taken for railway purposes in 1951.[130] Today, only a 1 rood urupā in the Whareroa cultivation reserve, and an urupā comprising 10 perches within Wainui Towship B2, remain as Māori land.[131]

[129] Walghan partners, 2018, Wai 2200, A203, p 138 & 142 respectively
[130] Walghan partners, 2018, Wai 2200, A203, p 125
[131] Walghan partners, 2018, Wai 2200, A203, p 142; Bassett, 2018, Wai 2200, A202, p 107 citing *NZ Gazette,* 21 October 1953, p 1736

Chapter 2: The establishment of Parata Native Township, 1896-1899

2.1 Introduction

This chapter examines the lead up to and establishment of Parata Native Township in 1899. Now part of the core of Waikanae township, Parata Native Township was established on a portion of Ngarara West C section 41. This chapter begins with a brief overview of the Native townships scheme, its origins, intent and legislative framework. As stated in the introduction to this report, research completed for other district inquiries has been relied on for much of this information, including Leanne Boulton's Native townships report for the Whanganui district inquiry, and Heather Bassett and Richard Kay's reports on Native townships in the Rohe Potae and Taihape district inquiries.[132]

Following this overview, the chapter moves to focus on the land of two men, brothers Wiremu Te Kakakura Parata (Wi Parata) and Hemi Matenga Waipunahau (Hemi Matenga), who owned the land on which Parata Native Township was established. This background section ends with an examination of Wi Parata's aspirations to retain and develop his land and take advantage of a growing desire by Europeans to settle in and around Waikanae.

The chapter then examines the genesis of Parata Native Township and what is known about Wi Parata's negotiations with the Crown between 1896 and 1899 over its establishment, survey and proclamation. As there was more than a year's delay between proclaiming the township and the leasing of the township sections, the chapter also considers some of the reasons for this delay and what this suggests about the different understandings Māori owners and the Crown had about how much control Māori would have over the development and running of the township.

2.2 Native Townships: an overview

From 1895, the Crown introduced legislation that enabled small towns to be established on Māori land. As the Whanganui Land Tribunal noted, 'these settlements were called "native townships"' but 'the name is rather misleading; although the towns sat on Māori land, they

[132] Leanne Boulton, 'Native Townships in the Whanganui Inquiry District', 2003, Wai 903, A39; Heather Bassett and Richard Kay, 'The Impact of the Native Townships Act in Te Rohe Potae: Te Kuiti, Otorohanga, Karewa, Te Puru and Parawai Native Townships', 2010, Wai 898, A62; Bassett Kay Research, 'Taihape: Rangitikei ki Rangipo Inquiry District: Taihape Native Townships: Potaka [Utiku] and Turangarere', 2016, Wai 2180, A47

were established to further European settlement.'[133] The township land remained in Māori ownership (at least initially) and the township sections were leased to settlers, with the income from the rents paid to the Māori landowners. Under the Native Townships Act 1895 and its amendments the Commissioner of Crown Lands, Maori land board or later Maori Trustee, were responsible for administering the township.[134]

Native townships can be seen in the context of the Liberal government's economic and social goals. The Liberal government's land policies are discussed in further detail at the beginning of chapter 5. They had come to power in 1890 promising more land for European settlement, especially land for small farms. Townships were considered important service centres that would encourage and support the settlement and development of the rural hinterland.[135] As the Whanganui Land Tribunal noted, the policy was also a response to Māori resistance to selling further land. As the European population expanded, tourism developed, the government pushed infrastructure such as the Main Trunk Railway line into the interior of the North Island, and Māori came under increasing pressure to sell their land. Settlers in such areas often had trouble purchasing or formally leasing land when it had not yet passed through the Native Land Court. Informal leases were sometimes arranged, but without a secure title or lease, banks were reluctant to lend, and without capital settlers struggled to establish their businesses.[136]

The Native Townships Act 1895 was 'an Act to promote the Settlement and opening up of the Interior of the North Island.' The preamble stated that in order to do this, it was 'essential that townships should be established at various centres' where 'in many cases the Native title cannot at present be extinguished in the ordinary way of purchase by the Crown, and other difficulties exist by reason whereof the progress of settlement is impeded.'[137] By 1910, 14 Native townships had been established under the 1895 Act. These varied in size from Te Puru (23 acres 3 roods 37 perches), to Te Puia and Waipiro, each containing about 497 acres. In all, just over 3,382 acres were vested in the Crown as Native Townships under the 1895 Act.[138] Three

[133] Waitangi Tribunal, *Te Whiritaunoka: The Whanganui Land Report,* (Wellington: Legislation Direct, 2015), p 813
[134] Waitangi Tribunal, *Horowhenua: The Muaūpoko Priority Report,* (Wellington: Legislation Direct, 2017), p 377
[135] Boulton, Wai 903, A39(c), p 1.
[136] Waitangi Tribunal, *Te Whiritaunoka: The Whanganui Land Report,* 2015, p 817
[137] Title and preamble, Native Townships Act 1895
[138] *NZPD,* vol. 151, 1910, p 171

further Native townships in the King Country were created under the Maori Lands Administration Act 1902, and accounted for an additional area of just over 893 acres.[139]

The Native Townships Act 1895 allowed the Governor to declare by proclamation any parcel of Native land as a site for a Native Township. The Act did not provide any other mechanisms for vesting land for township purposes. Areas of up to and including 500 acres could be designated a Native township in this way. Significantly, the Act and its amendments did not require the Crown to obtain the consent of the Māori owners to establish a Native township on their land.[140] In regard to these provisions, the Muaūpoko Tribunal concluded that 'by any standards, to take private land in this way and for this purpose, without requiring the consent of its owners, was a draconian measure.'[141]

The Act also laid out the process of how the township would be constituted. The Crown would survey and layoff the Native township 'with such streets, allotments and reserves' as the Surveyor General 'thinks fit.'[142] The Act did make some limited provision for protecting Māori-owned property, and for their existing and future occupation and use of the land. Up to 20 per cent of the township's total area could be set aside as Native allotments for Māori, but the Act did not specify a minimum amount of land Māori should retain. The Act placed Māori in the role of supplicants, with the Surveyor General making decisions about the extent and location of the Native allotments.[143] However, the Surveyor General was required to ensure that 'every Native burying-ground, and every building actually occupied by a Native at the date of the gazetting of the Proclamation' was included in the Native allotments.[144] Native allotments within Parata Native Township are discussed in detail in chapter 4 of this report.

A plan of the Native township would then be exhibited publicly for two months.[145] After two months the Surveyor General would certify that the plan was 'correct' and that the township

[139] *NZPD,* vol. 151, 1910, p 172. Comments here are confined to the Native Townships Act 1895 and its amendments as the Parata Native Township was established and administered under that legislation. The Whanganui Land Tribunal discussed the differences between the two types of township at p 821 of their report.
[140] Section 3, The Native Townships Act 1895. Waitangi Tribunal, *Horowhenua: The Muaūpoko Priority Report,* 2017, p 381
[141] Waitangi Tribunal, *Horowhenua: The Muaūpoko Priority Report,* 2017, p 382
[142] Section 5(1), The Native Townships Act 1895
[143] Section 6, The Native Townships Act 1895
[144] Section 7, The Native Townships Act 1895
[145] Section 8, The Native Townships Act 1895

had been constituted under the Act.[146] The certified plan was deposited in the office of the District Land Registrar, at which point the land came under the provisions of the Land Transfer Act, 1885.[147] The various types of land within the township were then deemed vested in the Crown and other Crown-appointed bodies as trustees for the Māori owners in the following manner:

- Streets were 'deemed to be vested in Her Majesty for an estate in fee-simple in possession, free from encumbrances, and shall be roads within the meaning of "The Public Works Act, 1894."'[148]
- All reserves (other than Native allotments) were 'deemed similarly to be vested in Her Majesty for the purposes specified on the plan, and shall be dealt with as reserves under "The Public Reserves Act, 1881."'[149]
- Native allotments were 'deemed similarly to be vested in Her Majesty in trust for the use and enjoyment of the Native owners according to prescribed regulations.'[150]
- All other allotments, i.e. township sections, were 'deemed similarly to be vested in Her Majesty in trust for the Native owners according to their relative shares or interests therein.'[151]

The Act empowered the Commissioner of Crown Lands to lease the township sections (excluding Native allotments) for a term of no more than 21 years, with the option to renew the lease for a further term not exceeding 21 years. The sections were to be leased at the best possible rental price obtainable, therefore the leases were to be put up for public competition by auction or tender.[152] Once the costs of surveying and constituting the township had been deducted from the rents, the remainder was to be paid to the Māori owners in proportion to their relative shares or interests in the land. These payments were to be made half-yearly (every six months) on 31 March and 30 September.[153] More detailed discussion of the statutory provisions for township sections, Native allotments and public reserves and streets can be found in the respective sections of this chapter.

[146] Section 10(1), The Native Townships Act 1895
[147] Section 11, The Native Townships Act 1895
[148] Section 12(1), The Native Townships Act 1895
[149] Section 12(2), The Native Townships Act 1895
[150] Section 12(3), The Native Townships Act 1895
[151] Section 12(4), The Native Townships Act 1895
[152] Sections 14 & 15, The Native Townships Act 1895
[153] Section 20, The Native Townships Act 1895

Under the Native Townships Act 1895, Native township sections were administered by the Commissioner of Crown Lands until 1908, when administration passed to district Maori land boards. In the case of Parata Native Township, administration was transferred to the Aotea District Maori Land Board sometime in late 1908.[154] In 1914, the boundaries between the land boards were adjusted and the administration of Parata Native Township passed to the Ikaroa District Maori Land Board.[155] The Maori land board continued to administer the township until the middle of the twentieth century when the Maori Land Administration Act 1952 abolished Maori land boards and the administration of any surviving township sections passed to the Maori Trustee. [156]

The Native townships regime involved the transfer of title to Native township lands from Māori to Crown and Crown-appointed bodies. For example, in the case of Parata Native Township, the original owners of the township land were Wiremu Parata Te Kakakura and then later his brother Hemi Matenga Waipunahau. A certificate of title for the whole of section 41 Ngarara West C (which contained the township) was issued to Wi Parata on 8 March 1892.[157] He then transferred part of section 41 Ngarara West C (including the township site) to his brother Hemi Matenga Waipunahau on 27 November 1900.[158] A new certificate of title was then issued to Hemi Matenga for this land.[159] However, a certificate of title to Parata Native Township itself was issued in 1911 to the Aotea District Maori Land Board 'in lieu of grant' for the township.[160] This certificate of title to the township remained live until each of the Parata Native Township sections were sold off and separate titles issued to the purchasers.

As the Whanganui Land Tribunal commented, these provisions gave Māori owners, such as Wi Parata and later Hemi Matenga, no substantive management role in Native townships: 'legal ownership reposed in the Crown as trustee for the owners, with the commissioner of Crown lands as manager.'[161] That Tribunal found that 'the 1895 Act created an incapacitating legal environment for Maori, who became beneficial owners with no authority and only as much

[154] See Wm C Kensington, Under-secretary, Lands Department to T W Fisher, President of the Aotea District Maori Land Board, 19 January 1909 in AANS 7609 W5491 47/ 39588, ANZ Wgt
[155] *NZ Gazette*, No. 29, 27 March 1914, p 1211
[156] Boulton, 2003, Wai 903, A39, pp 70-71 & 75-76
[157] WN CT 62/73
[158] Transfer No. 37437 on WN CT 62/73
[159] WN CT 112/63
[160] WN 194/128
[161] Waitangi Tribunal, *Te Whiritaunoka: The Whanganui Land Report,* 2015, p 821

informal influence as the commissioner of Crown lands might allow.'[162] In their history of the Native township in Te Rohe Potae, Heather Bassett and Richard Kay concluded, similarly, that despite being beneficial owners on paper:

> the Act took away any ability or opportunity for Māori to continue to exercise their tino rangatiratanga over their land. Without any payment, or any meaningful requirement to obtain properly informed consent from the appropriate Māori, the Crown could proclaim a township under the Act and acquire full use and control.'[163]

Neither did the Act provide any means for Māori owners to lodge a complaint about the establishment of the township or any aspect of its layout, aside from the Native allotments.[164]

The Whanganui Tribunal also concluded that it seemed reasonable for the Crown to be involved in the leasing of the townships given it 'had the resources to undertake such intensive development' but:

> there was no legal or practical reason why the Crown could not include Māori in the administration of the towns. The Crown was aware of Māori preferences for active involvement in their land, and it could have devised a more inclusive arrangement. Instead, it persisted with the extreme paternalism of the 'native reserve' model, with itself as trustee.[165]

As the Crown-appointed bodies who administered Native townships, district Maori land boards did contain some minimal Māori representation (it was compulsory for one member of the board to be Māori). However, this requirement was dropped in 1913 when the boards were reduced to a Judge and Registrar of the district Native Land Court.[166]

As stated above, the only aspect of the township's establishment Māori owners could have direct input into was the selection of Native allotments. The 1895 Act specified that 'in the selection of such Native allotments the wishes of the Native owners shall be complied with' but even this was only 'in so far as, in the opinion of the Surveyor General, such compliance does not interfere with the survey, or the direction, situation, and size of the streets, allotments, or reserves of the township.'[167] Within the two-month period when the township plan was being publicly exhibited, Māori could lodge objections to 'the sufficiency, size, or situation of the reserves or the Native allotments, as shown on the plan.' These had to be lodged with the Chief

[162] Waitangi Tribunal, *Te Whiritaunoka: The Whanganui Land Report,* 2015, p 826
[163] Heather Bassett and Richard Kay, 'The Impact of the Native Townships Act in Te Rohe Potae: Te Kuiti, Otorohanga, Karewa, Te Puru and Parawai Native Townships', 2010, Wai 898, A62, pp 26-27
[164] Waitangi Tribunal, *Te Whiritauoka: The Whanganui Land Report,* 2015, p 820
[165] Waitangi Tribunal, *Te Whiritauoka: The Whanganui Land Report,* 2015, p 826
[166] Waitangi Tribunal, *Te Whiritaunoka: The Whanganui Land Report,* 2015, p 839
[167] Section 7, The Native Townships Act 1895

Judge of the Native Land Court. He could then hear any objections and direct changes to the Native allotments.[168] The Muaūpoko Tribunal concluded that the 1895 Act 'not only included very little in the Māori interest, it failed to incorporate procedures for objection or avenues of recourse for Māori. The Crown made all decisions and the Native Land Court had the final say on the limited matters for which appeals were allowed.'[169]

2.2.1 Wi Parata and Hemi Matenga and their land at Waikanae

Two figures of particular interest to Parata Native Township are Wi Parata and his brother Hemi Matenga. Wi Parata played a prominent role in the process of obtaining title to hapū and iwi land in the Native Land Court. In 1891, the court awarded him title to a total of just over 10,358 acres in the Ngarara West A and C blocks. Almost all of this was held in sole title (only 16 acres being in title with others).[170] Of importance to the discussion of Parata Native Township is that Wi Parata had sole title to Ngarara West C section 41, and he choose the south-western corner of that section as the site for the township. It sat opposite the railway station and was bound by the railway line and Reikorangi Road on two of its sides. As the rest of this chapter will discuss, he later agreed to the township coming under the Native Townships Act 1895. By contrast, Hemi Matenga was awarded just 40 acres in total, all of it within Ngarara West A. [171]

[168] Section 9, The Native Townships Act 1895
[169] Waitangi Tribunal, *Horowhenua: The Muaūpoko Priority Report,* 2017, p 402
[170] Walzl, 2017, Wai 2200, A194, p 550
[171] Walghan Partners, Wai 2200, A203, p 73

Figure 10: Wiremu Te Kakakura Parata (Wi Parata), c. 1890s
(Source: New Zealand History (created by the Ministry for Culture and Heritage https://nzhistory.govt.nz/media/photo/wiremu-te-kakakura-parata, accessed 6 July 2018)

Wiremu Te Kakakura Parata (Wi Parata) was born around 1837 and was a leading rangatira of Te Ātiawa/Ngātiawa ki Kapiti and Ngāti Toa.[172] His mother was Metapere Waipunahau, an influential woman of high standing within both Ngati Toa and Te Ātiawa/Ngātiawa ki Kapiti.[173] Wi Parata's father, George Stubbs, was a whaler who died in 1838. [174] It was through Wi Parata's mother that he and Hemi Matenga came to have interests in the land in the Ngarara block. In her recent evidence for this inquiry Patricia Grace explained that:

> Metapere Waipunahau was a woman of high standing in the Waikanae district, being born of such high ranking parents of two Iwi. She was respected and deferred to in tribal affairs and in matters to do with land. When men went to war, it was under her mantle

[172] Scholfield, *Dictionary of New Zealand Biography,* (Wellington: Department of Internal Affairs, 1940), p 147 has a birth year for 1837.
[173] Hohepa Solomon. 'Parata, Wiremu Te Kakakura', Dictionary of New Zealand Biography, first published in 1993, updated June 2017. Te Ara - the Encyclopedia of New Zealand, https://teara.govt.nz/en/biographies/2p5/parata-wiremu-te-kakakura (accessed 10 May 2018).
[174] Hohepa Solomon. 'Parata, Wiremu Te Kakakura', *DNZB,* https://teara.govt.nz/en/biographies/2p5/parata-wiremu-te-kakakura

that they were made "noa" upon their return, such was her standing, she was a Rangatira.[175]

Wi Parata's first marriage was to Metapere Tuwaha, a Ngāi Tahu woman from Birdlings Flat near Christchurch; they had no children.[176] Wi Parata's second marriage was to Unaiki of Ngāti Raukawa and Ngāti Toa, and they had approximately 11 children.[177] Their children included eldest son Winara (discussed below), second eldest son Hira, and his daughter Utauta, after whom he named streets in Parata Native Township. For more detailed information on the farming and later political career of Wi Parata, readers should consult the entry for Wi Parata by Hohepa Solomon in the online *Dictionary of New Zealand Biography*.[178] Wi Parata died in 1906.

Figure 11: Hemi Matenga, studio portrait taken in Nelson, c.1890
(Source: Registration No. 0013387, Photographic Collection, Te Papa Tongawera, Wellington)

[175] Brief of evidence of Patricia Grace, 2 August 2018, Wai 2200, E11, para 4
[176] Information supplied by Hauangi Parata, 19 July 2018 and first brief of evidence of Hauangi Kiwha, 30 July 2018, Wai 2200, E7, para 8
[177] Hohepa Solomon. 'Parata, Wiremu Te Kakakura', *DNZB,* https://teara.govt.nz/en/biographies/2p5/parata-wiremu-te-kakakura
[178] Hohepa Solomon. 'Parata, Wiremu Te Kakakura', *DNZB,* https://teara.govt.nz/en/biographies/2p5/parata-wiremu-te-kakakura

Like Wi Parata, Hemi Matenga was the son of Metapere Waipunahau and George Stubbs. His life is less well documented than that of his brother, but he was also a well-known and influential figure. Hemi Matenga is thought to have been born about 1839 on Motu Ngarara (a small island off Kapiti Island). He was educated at an Anglican college in Auckland under Bishop Selwyn, and then moved to Whakapuaka near Nelson, where he spent much of his adult life.[179] He married Ngarongoa Katene, who later took the name Huria Matenga. She was of Te Ātiawa, Ngāti Tama and Ngāti Toa descent. Hemi and Huria Matenga had one adopted daughter named Mamae (also known as Amae).[180] After Huria's death in 1909, Hemi spent more time in Waikanae, and began building a house on one of the Native allotments in Parata Native Township (see chapter 4 for further details). He died at Whakapuaka on 27 April 1912 and was buried there alongside his wife.[181]

2.2.2 Wi Parata Te Kakakura's vision for Waikanae

Gaining some understanding of Wi Parata's aspirations for his land at Waikanae and for the economic growth of the area is important for understanding why he sought to develop a township on his land, and what he may have hoped for and expected from the Native Townships scheme. This is not an easy task, and research for this report has not uncovered any direct statements made by Wi Parata about his strategy for retaining and developing his land at Waikanae.

However, it is possible to discern some of Wi Parata's likely intentions from looking closely at his actions in relation to the construction of the railway through the Ngarara block, the land he chose to sell or lease, and the public institutions he supported. This evidence together suggests that Wi Parata saw and actively pursued opportunities to begin developing a commercial and residential centre around the railway line and station, with clearly defined spaces for Te Ātiawa/Ngāti Awa ki Kapiti and European communities. This would in turn help service and benefit from a hinterland of small farms and horticultural blocks on the surrounding hill country. To some extent this can also be seen as a way of attempting to manage the pressure from the Crown and Pākehā settler population for land, whilst retaining significant ownership

[179] 'Death of Hemi Matenga', *Nelson Evening Mail,* 27 April 1912
[180] Mary Louise Ormsby. 'Matenga, Huria', Dictionary of New Zealand Biography, first published in 1990. Te Ara - the Encyclopedia of New Zealand, https://teara.govt.nz/en/biographies/1m24/matenga-huria (accessed 5 July 2018)
[181] 'Death of Hemi Matenga', *Nelson Evening Mail,* 27 April 1912

and control of strategic lands and participating in the expected commercial benefits from such settlement. Within this context, Wi Parata's attempts to create a township on his land were part of his strategy to positively and proactively participate and benefit from the settlement and development that was inevitably going to occur in the district.

By 1884, Wi Parata and other Te Ātiawa/Ngāti Awa ki Kapiti leaders recognised the potential commercial benefits the railway could bring to their community. Wi Parata played a significant role in negotiating a mutually-beneficial agreement with the Wellington-Manawatu Railway Company to enable the line to run through the Ngarara block at Waikanae. The government had made initial attempts to build a railway north from Wellington along the west coast in 1879. However, a change of government and financial constraints meant that this attempt was abandoned, leaving the railway line constructed only about as far as Johnsonville.[182] A group of Wellington settlers then put private capital into the Wellington-Manawatu Railway Company 'to build a line between Wellington and Longburn' near Palmerston North.[183]

The main settlement of Te Ātiawa/Ngātiawa ki Kapiti at this time was at Tukurakau, seaward of the current township of Waikanae between the Waimea and Waikanae Streams. Patrica Grace noted that by the 1850s the settlement at Tukurakau was flourishing with:

> acres of wheat fileds as well as a large flour mill near the Waimeha River. Beyond the estuary there were cultivations of other crops such as barley and oats. Several Maori ran large flocks of sheep. Wi Parata's flock on Kapiti Island numbered 1,600.[184]

It was here at Tukurakau in June 1884 that Wi Parata and Te Ātiawa/Ngāti Awa ki Kapiti met with the Company to negotiate the company plan to have the railway line pass through their district.[185] Wi Parata was prominent at this hui and in the negotiations with the railway company, and was very much in favour of embracing the railway and its benefits as long as he could protect strategic lands for his people. The newspaper described the large and impressive gathering on the marae, reporting that:

> Wi Parata, the chief, with the principal men and nearly all the members, male and female, as well as children, were present to represent the tribe. The railway company was represented by Mr. Alexander McDonald, the native agent, and Mr. James Wallace, their secretary. The meeting was held in front of the runanga house, a very handsome building, designed by the chief himself and recently erected. It stands in the centre of a large level, grassy plot. In the bright sunshine, its vermillion colours and gaudy

[182] Maclean and Maclean, *Waikanae,* p 50
[183] Maclean and Maclean, *Waikanae*, p 50
[184] Brief of Evidence of Patrica Grace, 2 August 2018, Wai 2200, E11, para 13
[185] Maclean and Maclean, *Waikanae*, p 50

> decorations, with the group of the ladies of the tribe and children, well dressed and in varied costume, on one side, and the men on the other, with the tall, manly figure of the chief in the centre, made quite an attractive and picturesque scene. The house fronts the sea, and has been named by Wi Parata "Whakarongatae [sic]," which signifies "Listen to the voice of tides."[186]

The Company's representative 'began the proceedings by spreading a map, showing the railway line, before the tribe, and explaining what land the company required to make the railway upon.'[187] In response Wi Parata was strongly supportive of the railway and 'expressed the desire of the tribe to facilitate the making of the railway, and welcomed it because it would bring great good to his people.' But Wi Parata also firmly stated that 'he wished it to be understood that the tribe had resolved to hold their lands in tribal interest and allow no subdivision.'[188]

Another account suggests that Wi Parata saw this as a pivotal moment that the iwi needed to seize. He is reported as quoting from Shakespeare's *Julius Caesar:*

> Whakarongo atu ki ngā tai o Raukawa moana e pāpaki mai ra, ia ra, ia ra.
>
> Mutunga kore, pāpaki tū ana ngā kai ki uta.
>
> I tēnei rā kua pāpaki mai ngā tai o te ao ki a Te Āti Awa
>
> Pī kē pea te piki atu, rere haere ai ki runga i te kaha o te ao hurihuri; Me kore pea te kitea he maramatanga ki ngā whakaritenga o te wā e tika ai tātou te iwi.
>
> Nō reira, Whakarongotai o te moana, Whakarongotai o te wā.
>
> There is a tide in the affairs of men,
>
> which taken at the flood, leads on to fortune.
>
> Omitted, all the voyage of their life is bound in shallows and in miseries.
>
> On such a full sea we are now afloat.
>
> And we must take the current when it serves
>
> or lose our ventures.[189]

The meeting ended with Wi Parata stating 'that the tribe were agreed to give a free right-of-way for the railway — a distance of nearly seven miles — through their lands, and that he would, on their behalf, sign an agreement to that effect.' The agreement to gift the railway land

[186] 'The Manawatu Railway and the Natives', *Evening Post,* 30 June 1884
[187] 'The Manawatu Railway and the Natives', *Evening Post,* 30 June 1884
[188] 'The Manawatu Railway and the Natives', *Evening Post,* 30 June 1884
[189] Chase, Wai 2200, 2018, A195, pp 89-90 citing Mclean and Maclean, *Waikanae,* 2010, pp.50-52

was signed at Wi Parata's residence that afternoon.[190] Heather Bassett's report on Te Ātiawa/Ngāti Awa ki Kapiti public works cases discusses how the Native Land Court gave effect to this agreement by creating a number of railway reserves in the final decision on the Ngarara block in 1891. These were then quickly conveyed to the railway company to fulfil the 1884 agreement.[191]

The railway line through Waikanae was completed in 1886, with the last spike being driven in near Otaihanga, south of Waikanae on November that year.[192] Its completion prompted Wi Parata and Te Ātiawa/Ngāti Awa ki Kapiti to relocate their main settlement from Tukurakau to the western (coastal) side of the railway line at Waikanae. Their meeting house, Whakarongotai, was moved to its present site and Te Ātiawa/Ngātiawa settled around it.[193] In his Korero Tuku Iho evidence, kaumatua Rawhiti Higgott explained why Wi Parata and others decided to relocate their community. He stated that 'Wi Parata could see the benefit that it would be for his people to be close to the railway lines because at those times they were becoming farmers so they could see the benefit of having cattle on the rail.'[194]

In conjunction with facilitating the railway, throughout the 1880s and early 1890s Wi Parata pursued a strategy of selling the most remote and rugged parts of his land in the Ngarara West C block with the intention that these would be taken up by Europeans as small holdings. Once the court had finally awarded title to the Ngarara West block in 1891 Wi Parata and others were free to dispose of much of their remaining hill country in Ngarara West C. For example, in August 1891, Wi Parata sold 500 acres of his 8818-acre allocation in the Reikorangi Valley in the hills behind Waikanae. Most of that area was the Mangaone Valley and the surrounding hill country. Shortly afterwards, Māori also sold around 4000 acres in the Reikorangi Basin to the Crown.[195] Chapter 5 of the report notes how some of this land was subsequently subdivided and leased by the Crown to the Wellington Fruitgrowers Association.[196]

[190] 'The Manawatu Railway and the Natives', *Evening Post,* 30 June 1884
[191] Bassett, 2018, A202, pp 110-111
[192] Maclean and Maclean, *Waikanae*, p 51
[193] Maclean and Maclean, *Waikanae,* pp 51-52
[194] Chase, Wai 2200, 2018, A195, p 89 citing Rawhiti Higgott, 2015, Wai 2200, #4.1.10. p 90
[195] Maclean and Maclean, *Waikanae*, pp 53 & 56. Also see Walzl, 2017, Wai 2200, A194, p 543
[196] Walzl sets out what is known about this scheme (Walzl, 2017, Wai 2200, A194, pp 555-557). Also see Maclean and Maclean on the failed Wellington Fruit Growing Association Leasing Bill of 1892 (Maclean and Maclean, *Waikanae,* 2010, p 68)

However, Wi Parata and the community at Waikanae were careful to strategically retain flat productive land near the railway. Te Ātiawa/Ngāti Awa ki Kapiti were established on the western side of the railway line. Wi Parata then began to lease the flatter portion of his land in Ngarara West C section 41 on the eastern side of the railway line to Europeans arriving in the district. This seems to have begun around the time of the 1884 railway agreement. One of the first settlers at Waikanae, Henry Walton, arrived in 1884 and he and his family 'leased a house from Hira Parata while their own was built.' Norman Campbell arrived the same year and established a sawmill.[197] Walzl noted that:

> Since 1887, a settler named Anderson occupied 100 acres of bush land paying £5 per annum. In 1888, John Greer occupied an unspecified amount of land but he too was paying an annual rent of £5 per annum. Finally, from 1889, a settler named Nelson occupied land and paid £7 10s per annum. Wi Parata acted as the person of business, receiving the payments from Pākehā.[198]

This accelerated after 1891 when title to Ngarara West C was finally settled, and Wi Parata could enter formal leases with settlers. These leases are listed in Table 2 below. Maclean and Maclean also note that by the time Parata Native Township was declared 'Wi Parata was already leasing land on the eastern side of the railway to eight Europeans, including Norman Campbell and the storekeeper Benjamin Levein.'[199]

Start date	**a.**	**r.**	**p.**	**Lessee**	**Term**	**Rental (**£.s.d)
4 May 1893	3	1	32.6	Norman Campbell	10 yrs	£7.10.1 p.a
31 Dec 1895	43	0	14	William Hart Cruickshank		£25 p.a
4 Jan 1896	45	0	0	William Hart Cruickshank		£25 p.a
10 Mar 1896	0	0	5	Henry Priddey		£5 p.a
14 Apr 1896	0	1	2	George Edward Hall		£10 p.a
23 Jul 1896	43	0	14	Andrew Campbell		£25 p.a.
23 Dec 1897	97	0	11	William Hart Cruickshank		£30 p.a
19 Dec 1899	640	0	0	Alfred Monk		£24 p.a
12 Feb 1900	43	0	14	Andrew Campbell		£25 p.a
6 Sept 1900	290	3	15	J W Kemp	21 yrs	£21.16.0 p.a

Table 2: Leases on Ngarara West C section 41 prior to Parata Native Township sections being placed on the market
(Source: Walghan Partners, 'Block Reserch Narratives', Draft Dec 2017, Vol. 3, pp 66-67)

[197] Chris Maclean and Joan Maclean, *Waikanae: Past and Present,* (Waikanae: Whitcombe Press, 1988), p 36
[198] Walzl, 2017, Wai 2200, A194, p 510
[199] Maclean and Maclean, *Waikanae,* 2010, p 57

It seems that Wi Parata intended to encourage a small European community on the eastern side of the railway line that would help encourage further development and also provide a commercial benefit from leasing.

As well as leasing his land to settlers, Wi Parata supported and established community amenities and encouraged European-owned businesses and the development of farming. This required land to be cleared of forest and scrub and sown in grass. Timber milling associated with this development offered further commercial opportunity. As outlined by Tony Walzl, in 1887:

> William J. Hunt [a Commission Agent from Wellington] … negotiated a lease with unidentified Waikanae Maori landowners. The 21-year lease was over 10,000 acres of Ngarara West land and the payment was 6d per acre per annum. It appears that the lease was for timber cutting rights and therefore it is likely that the 10,000 acres was located in the bush-clad and hilly Ngarara West C sections that lay to the east of the railway line. Based on securing this agreement, Hunt erected a sawmill at Waikanae at a cost of £2,000.[200]

Wi Parata acted as a spokesman for the owners.

Commercial opportunity involved risk and required a familiarity with settler commercial and legal mechanisms. Wi Parata also took a prominent role for his community in this area. With the mill, Hunt defaulted on the agreement to pay for timber rights and rent for the sawmill site and in 1892 'Wi Parata brought a case against Hunt to eject him from possession of the three acres of land on which the sawmill stood … The Court found in favour of Parata and gave Hunt a month to remove his machinery.' Hunt continued, unsuccessfully, to petition parliament about the outcome of his case into the 1900s.[201] A few years later another sawmill was established in the area known as 'the pit', adjoining what would become Parata Native Township. After 1897 this was converted to a flaxmill run by J R Stansell.[202] Wi Parata was still leasing that site to Stansell when he negotiated the final layout of Parata Native Township with Crown officials in May 1899.

Wi Parata secured and sponsored public institutions and infrastructure on the eastern side of the railway line to support and encourage the development of both his own and the growing

[200] Walzl, 2017, Wai 2200, A194, p 509
[201] Walzl, 2017, Wai 2200, A194, pp 558-559
[202] Mclean and Maclean, *Waikanae,* 2010, p 66

Pākehā community of the district. These amenities later became part of Parata Native Township. In 1886, when the Te Ātiawa/Ngāti Awa ki Kapiti community moved their main settlement to Waikanae, they also relocated their church. They placed the church on the eastern side of the railway line, and made it 'freely available for all services, Pākehā and Māori' suggesting a desire to provide for both communities. In 1902, Wi Parata later formally gifted the church site to the Anglican Church. In 1906, it was consecrated and named St Luke's.[203] Wi Parata was also instrumental in establishing a community school. In 1895, he agreed to lease a piece of his land in Ngarara West C section 41 for the purposes of a school (both these arrangements are discussed in detail in chapter 4).

Apparently, successful business partnerships were important for Wi Parata's aspirations for community prosperity. Having established a mutually beneficial relationship with the Wellington-Manawatu Railway Company, in 1892, Wi Parata signed an agreement with the Company that allowed the company to construct a dam on the Kakariki Stream and run a water pipeline over part of Parata's land (Ngarara West C section 41). Water could then be piped across the railway line into large tanks near the railway station to supply the water needed by steam locomotives stopping at Waikanae. Wi Parata nevertheless protected his commercial interest in the land. The agreement reserved his 'right to erect a building over any part of the pipeline if they give reasonable notice to the Company' and pay the cost of diverting the water pipe to allow the water to 'be supplied to the Company in as ample and beneficial a manner as before such diversion.'[204]

Wi Parata also had the Company extend its waterpipe to create a rudimentary water supply that serviced several houses on both sides of the railway line. The plan on the agreement (see Figure 12 below) shows that the Company would lay pipes and fit water cocks that would provide piped water to both Wi Parata and Hira Paratas' houses as well as to the 'Cook House' south of Hira's house. It seems likely from the position of the 'Cook house' that this belonged to Whakarongotai Marae. In addition, the pipeline serviced what seemed to be a railway house ('W M R House') as well as a house opposite Hira Parata's that was situated on what later became Native Allotment 42.

[203] Maclean and Maclean, *Waiakanae,* 2010, pp 59-60
[204] Transfer 30123, 30 March 1892

There are no signs on the agreement that the Company was to make cash payments for the water right.[205] Instead, the piping of the water to these properties appears to be part of the 'considerations' (i.e. payment) mentioned in the agreement. The Company also wished to build a dam across the stream (as shown on the plan below):

> so as to pen back the waters of the said Creek and of laying pipes for conducting water from the said dam for the supply of the Railway and for the other purposes hereinafter mentioned and of laying such pipes as nearly as conveniently may be along the line called "Traverse line" shewn by a Brown colour … *I the Grantor have agreed for the considerations hereinafter set forth and in consideration of the easement granted to me by the Company under deed bearing even date* herewith to grant to the Company the power and right to so and perform the said works in manner hereinafter mentioned.[206] [emphasis added]

This was obviously a personal benefit to Wi Parata and his immediate whānau members in return for access by the Company to the water. But the title of the plan on the agreement – 'Waikanae Water Supply' suggests that Wi Parata potentially had a larger vision, intending that the pipeline would then be tapped into by other houses as both communities grew.

[205] Evidence in the waterways reports for this inquiry reports that claimants have told researcher that Wi Parata was paid by the Company for the water right (see Te Rangitāwhia Whakatupu Mātauranga Lt. Moira Poutama, Aroha Spinks and Lynne Raumati, 'Porirua Ki Manawatū Inquiry Inland Waterways Cultural Perspectives – Collation of Oral Narratives', draft February 2017, p 164 and Huhana Smith, 'Porirua Ki Manawatū Inquiry Inland Waterways Cultural Perspectives Technical Report', 2017, p 172)

[206] Transfer 30123, 30 March 1892

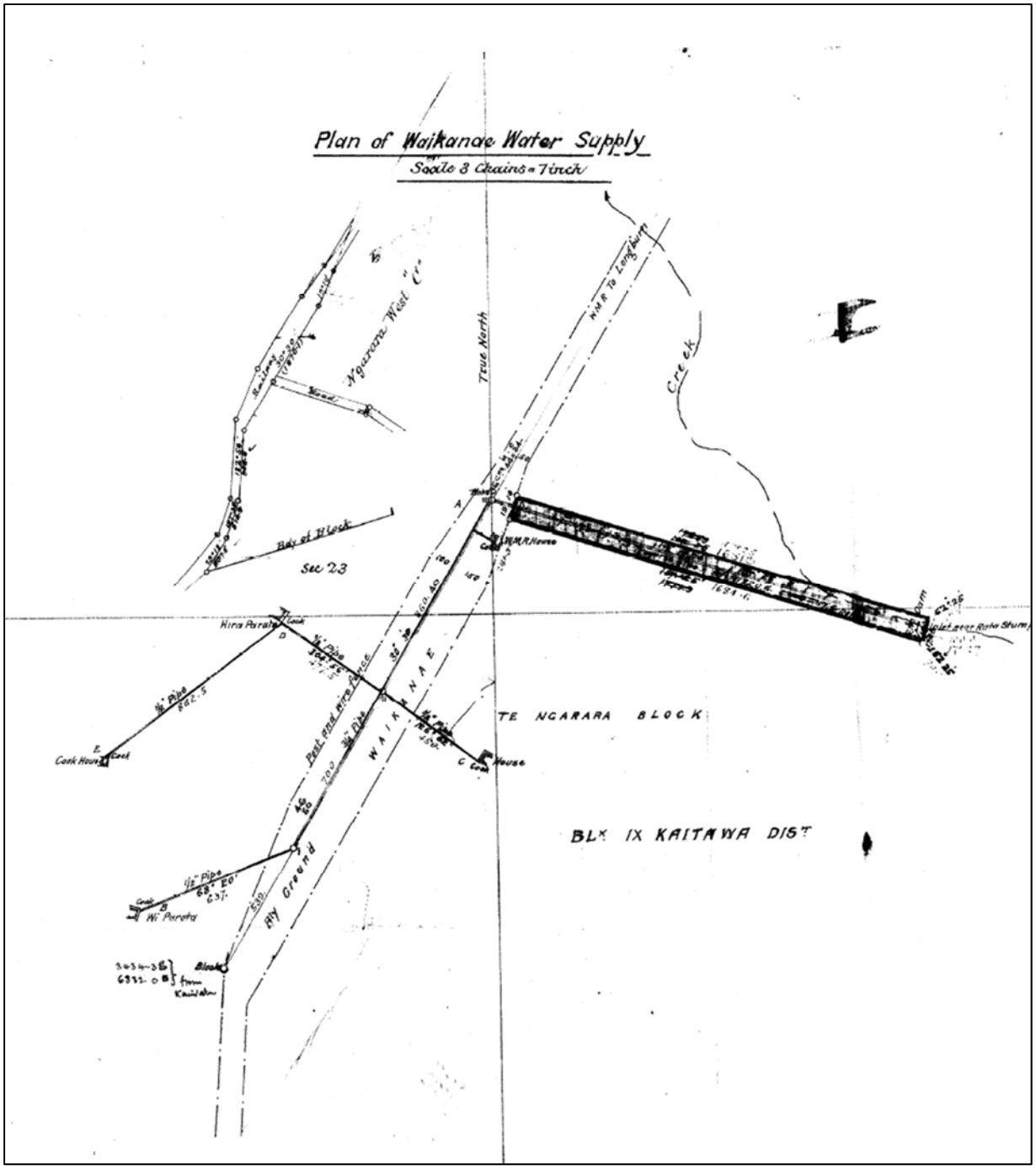

Figure 12: Plan attached to Transfer 30123 titled 'Waikanae Water Supply' showing that the waterpipe lines to be constructed by the Wellington and Manawatu Railway Company
(Source: Transfer 30123, dated 30 March 1892)

In his negotiations over the layout of the Native township in May 1899, Wi Parata asked the Crown to ensure that the water right was recorded and provided for. It is shown on the plan of the Native township as a blue shaded band running across sections 34, 39, 23, and 22 of the

township and labelled 'Water Right Pipe Track' (see Figure 15 later in this chapter).[207] It continued to be recorded as an encumbrance on the title of the township, including on titles later issued as each of the later township sections were freeholded by the lessees.[208] The water right appears to have passed to the New Zealand Railways Department when they purchased the interests of the Wellington and Manawatu Railway Co. Ltd in 1908.[209] The dam and pipeline seem to have supplied water to Parata Native Township at late as the 1950s, and evidence indicates that the administrators of the township were charged for this water supply. This is suggested by a letter in the Parata Native Township file from the Land Officer of the New Zealand Government Railways to the district Maori land board in February 1952. It stated that 'for many years the standard minimum charge for a supply from one of my Department's water services throughout the country has been £2 per annum.' But this was to rise to £3 per annum from 28 October 1952. Therefore, the board was informed that 'the minimum charge has been increased to £3 per annum and the amount payable by you under Grant No. 26040 will now be 1/- per 1,000 gallons of water supplied with a minimum charge of £3 per annum.'[210]

Taken together, Wi Parata's actions suggest that he had a strategic long term vision for his community, that included retaining ownership and control of strategic lands at Waikanae, while benefiting from a permanent and growing European settlement in their midst. This appears to confirm Patricia Grace's assessment that 'up until the time of his death in 1906, Wi Parata acted always to preserve the independence, power, prestige and land of Māori. At the same time he welcomed settlers for what they could contribute.'[211] As the rest of this chapter will show, Wi Parata held similar expectations and aspirations for Parata Native Township, and these shaped his relationship with the Crown over the development and administration of the township.

2.2.3 Waikanae by the end of the 1890s

By 1896, when negotiations for a township began, the area that would become Parata Native Township and the wider Waikanae district were already well on their way to being developed,

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[207] DP 1031

[208] See for example, WN CT 194/128 to the Aotea District Maori Land Board for the whole Parata Native Township (1911); WN CT 190/155 to the Wellington District Education Board for sections 18, 19 and 23 (13 September 1909); WN CT 298/197 to Ethel Williams for section 22 (16 February 1923); and WN CT 298/200 to Alfred Williams for section 32, 33 and 39 (16 February 1923)

[209] https://en.wikipedia.org/wiki/Wellington_and_Manawatu_Railway_Company (accessed 9 August 2018)

[210] D J Currie, Land Officer, New Zealand Government Railways to the Registrar, Ikaroa District Maori Land Board, Wellington, 26 February 1952 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt

[211] Brief of Evidence of Patrica Grace, 2 August 2018,

including a role for European settlement. This is important, as Crown officials later questioned the need for the establishment of an official Native township at Waikanae, given the stated intent and purpose of the Native Townships Act 1895 to promote settlement in areas still closed to European penetration.

By September 1900, when the Native township leases were offered by public auction, it was specifically noted that Waikanae already featured a post and telegraph office and a railway station with a daily train and mail service to Wellington.[212] Shortly afterwards, in 1901, the township became even more accessible with the building of a road bridge over the Waikanae River. The railway rapidly became an economic lifeline: by 1906 it was reported to have 'carried more than 4 million passengers, 5 million sheep and 200,000 cattle, as well as large quantities of timber and wool.'[213] All of this, and the amenities and infrastructure that Wi Parata and other Te Ātiawa/Ngāti Awa ki Kapiti landowners and leaders encouraged and secured, already provided opportunity for European settlement near what would become Parata Native Township. This had already encouraged a growing settler population. According to Maclean and Maclean, 'In 1886 Waikanae had 152 European residents, by 1896 this had risen to 255, and by 1901 to 362.'[214]

[212] 'Locality and Description of Township of Parata' on poster advertising auction of leasehold sections at Parata Native Township, 11 September 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt.
[213] Maclean and Maclean, *Waikanae,* p 51
[214] Maclean and Maclean, *Waikanae*, p 56

Figure 13: Sketch plan of Ngarara West C41 and the surrounding area, 1898
(Source: ACGT 18190, LS 1 4/11 39588, ANZ Wgt)

A surveyor's tracing from 1898 (Figure 13, the same area is also shown in a tracing from 1897 in Figure 19 later in this chapter) shows the Native township site and the land immediately behind it had been cleared of timber and sown in grass. There were a small number of houses, a school and a flaxmill. The house/buildings closest to the flax mill seems to have been Māori owned as they were later included in the Native allotment in the Parata Native Township. Wi Parata and Hira Parata's houses are shown on the seaward side of the railway line. This, and the growth of Reikoragi in the hills above, suggests that by the time the Parata Native Township leases were offered in September 1900 the area was well on its way to being an established district for European settlement. This was acknowledged in advertisements for the Native township in 1900. Aside from the post and telegraph office and railway station, Waikanae boasted 'a store, accommodation houses and a public school, and the district was described as 'being rapidly settled.'[215]

2.3 The genesis of Parata Native Township

2.3.1 Requests and negotiations

Having considered the broad situation for Te Ātiawa/Ngātiawa ki Kapiti and Wi Parata and his land at Waikanae during the 1880s and 1890s, the focus of this chapter shifts to examine negotiations between Wi Parata, the Crown, and settlers at Waikanae over the establishment of Parata Native Township. Suzanne Woodley's early study of Native townships concluded that 'in most townships examined, settler agitation prompted the Crown to form a township in a particular area.' She noted that 'this occurred in Waipiro, Parata, and the King Country townships of Te Kuiti, Otorohanga, and Taumarunui.'[216]

From September 1896, there was certainly significant, well organised and persistent pressure from settlers at Waikanae to establish a Native township. Wi Parata was deeply concerned by this prospect. He hoped to prevent his land from being compulsorily cut up and administered by the Crown as a township by creating a township of his own, with the intention of leasing and/or selling sections directly to settlers. On 9 September 1896, Wi Parata wrote to the Minister of Lands:

> Hearing that the settlers are about to negotiate for a township at Waikanae, & have asked you to move in the matter. I beg to advise you it is my instruction to cut up a

[215] 'Locality and Description of Township of Parata' on poster advertising auction of leasehold sections at Parata Native Township, 11 September 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[216] Suzanne Woodley, 'The Native Townships Act 1895' Waitangi Tribunal, Rangahaua Whanui National Theme S, September 1995, p 15

> township & Have already instructed my surveyor to draft out same. Trusting this will stop any steps you are about to take & that same will meet with your approval.[217]

However, settlers did not want to be constrained by what Wi Parata, as a major landowner and community leader, was willing to allow. A few days later, on 11 September 1896, 61 Europeans sent a petition to the Minister of Lands praying 'that you form a Native Township at Waikanae as it is impossible to obtain land for building sites, and there is a steady demand for such land'.[218] It was presented to the House by Alfred Newman, Member of the House for Wellington suburbs, who in recommending it be considered favourably, stated that 'had time permitted it could have been more largely signed. I may add there is a large amount of new settlement going on in the district. I believe if a township were created there would be a very steady demand for sections for building.'[219] Newman's views on Māori land issues are discussed in chapter 6 of this report.

The petition was headed by Henry Walton, who would become the spokesperson for the settlers during the 1890s. Walton was one of the earliest European settlers at Waikanae in 1884. He was a former Royal Navy man who 'set up a trading post that sold provisions, clothing and working equipment, as well as medicines and herbal remedies, which were very popular with Māori customers.'[220] Walton's opposition to W H Field's private purchasing in the Ngarara West C block is explored in chapter 8.

There were initial signs that Crown officials would support Wi Parata's moves to create a township on his land himself, as this would save the Crown the expense of laying off a Native township. A note to the Minister of Lands on Wi Parata's 9 September 1896 letter stated that:

> A question was recently asked in the House about this matter. This is the first time it ever came before the Dept – It seems to me, if private persons are going to cut up a Township, i.e. the Natives themselves, there is no occasion for the Govt to go to the expense of arranging one under the "Native Township Act."[221]

There were also doubts amongst some officials about whether settlement at Waikanae was already too advanced to warrant the establishment of a Native township. A note to the Surveyor

[217] Wi Parata, Waikanae to the Minister of Lands, Wellington, 9 September 1896 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[218] Petition to Minister of Lands from Henry Walton and 60 others, 11 September 1896 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[219] Alfred Newman to the Minister of Lands, 21 September 1896 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[220] Maclean and Maclean, *Waikanae,* 2010, pp 50-51
[221] Note to the Minister of Land [from the Surveyor General?] n/d on Wi Parata, Waikanae to the Minister of Lands, Wellington, 9 September 1896 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

General on the cover page of the settlers' petition said 'The Native Townships Act was never meant to apply to lands in the very centre of European settlement. Please read the preamble.'[222]

Indeed, that preamble made it clear that the intention of the Native Townships Act 1895 was 'to promote the Settlement and opening-up of the Interior of the North Island', particularly where the Crown could not purchase Māori land 'and other difficulties exist by reason whereof the progress of settlement is impeded.'[223] As we have already seen, Waikanae was clearly not part of the remote interior of the island, and Europeans were already settling in the district by 1896. A road and railway connection had been established to Wellington and settlers were already clearing the bush in preparation for establishing farms. In addition, Wi Parata had signalled his willingness to create a township to provide the small blocks of flat land near the railway station that would be attractive to settlers, making an official Native township appear unnecessary. A note on the petition recorded that 'Wi Parata, the principal owner of the land strongly objects' to a Native township being established.[224]

On 16 August 1897, Wi Parata wrote to the Minister of Lands again saying that 'on hearing of the matter [settlers lobbying for a township] I decided to have one cut up & Now have same almost completed.' He asked the Minster to give him 'a copy of the petition, so I can write to all who are wanting a section, advising them that they now can have same by applying to me.'[225] The government's reply was prompt and cooperative, and would have given Wi Parata the impression that the Crown would not stand in the way of him creating his own township. As requested, the Surveyor General forwarded him a copy of the settlers' petition, simply calling his 'attention to the fact that before the township is disposed of, it will be necessary to submit a plan to the Government, through the Surveyor General Wellington, for approval.'[226]

At this point, it is not clear what Wi Parata understood about the Native Townships legislation. He was a well-educated and informed man, a former Māori Member of Parliament for Western Māori with considerable land and business interests. It seems likely that he was aware of the Native Townships Act, which had been passed just a year before his initial letter. It is clear that

[222] Note to Surveyor General dated 3[?] October 1896 on cover page of Petition to Minister of Lands from Henry Walton and 60 others, 11 September 1896 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt.
[223] Preamble, Native Townships Act 1895
[224] Note to Surveyor General dated 3[?] October 1896 on cover page of Petition to Minister of Lands from Henry Walton and 60 others, 11 September 1896 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[225] Wi Parata Kakakura to the Minister of Lands, 16 August 1897 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[226] Assistant Surveyor General to Wi Parata 26 August 1897 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

he strongly opposed the Native township, and the wording of his letters to the Minister of Lands indicates that he felt his hand was being forced by the pressure that settlers were putting on the Crown. The fact he was going to the expense and trouble of having a township surveyed himself before the Crown could establish one on his land suggests the depths of his concern. It appears clear he was determined to remain in control of his land, how settlement would develop on it, and the profits from that development. It is clear from the evidence already discussed that Wi Parata was not opposed to commercial development or settlers locating themselves in his district. He welcomed commercial opportunities and he was welcoming and generous to the settler community. He was, however, determined that his own community would not be marginalised or impoverished by increased settlement and development. As we will see, even after the Crown decided to create a Native township, Wi Parata sought to shape and control the ongoing development of the township and maintain relationships with tenants on his lands. He also sought to allocate and use the Native allotments in the same way as he would have had it not been part of the township and legally vested in the Crown.

Wi Parata acted quickly and employed R B Martin, a local surveyor, to lay out a township on part of Ngarara West C section 41. This site and layout would later be adopted with only minor changes by the Crown for what became Parata Native Township. By early September 1897, Martin had submitted a 'tracing of proposed township at Waikanae being part of Ngarara Block' and asked the Chief Surveyor at Wellington to let him 'know if the scheme meets with your approval & also obtain the Governor's assent.'[227] This plan is reproduced as Figure 14 at the end of this section of the chapter.

At this point the Crown regarded the creation of the township as a purely private affair and were reluctant to get involved in any questions that Wi Parata's survey raised. For example, in August 1897 Henry Priddey, a carpenter already leasing land on the site from Wi Parata, wrote to the Surveyor General expressing concern about how the boundaries of his leased land would sit with those on Martin's tracing. Priddey wrote to the Surveyor General saying that he had recently seen the plan of the proposed township and noticed 'that they do not show my section on the plan of witch [sic] I have a 15 years lease, according to the pegs my place comes in the

[227] R B Martin to the Chief Surveyor, Wellington, 4 September 1897 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

centre of the proposed new street, the plan shows all other buildings but mine.'[228] Priddey had only recently finished building a house and workshop, and could not afford to take the matter to court. Therefore, he asked to be informed about whether the Surveyor General 'could do anything in the matter to help me keep my rights or that Wi Prata [sic] bears the expense of moveing [sic] my buildings off the road line.'[229] Priddey was simply told that 'the matter is one that concerns only yourself and the owner of the land from whom you rent.' The Surveyor General was only interested in 'the Survey aspect and to see that the Regulations are compiled with.'[230] This suggests that at this point the government considered that the township planned by Wi Parata was something in which it had a very limited role.

Meanwhile, the pressure from settlers for an official Native township continued. On 8 September 1897, Henry Walton wrote to the Minister of Lands seeking an update about the fate of their petition, noting that 'as no township has yet been made those desirous of obtaining a [illeg] site are most anxious to have some explanation.'[231] The Crown's reply to Walton suggests that at this point the Crown was content to wait for Wi Parata to finish the arrangements for his own township. It also suggests that the government did not consider that a township at Waikanae fitted within the intent of the Native townships legislation. On 16 September 1897, the Assistant Surveyor General informed Walton that their petition had been received but had not been dealt with because the Native Townships Act 1895 did not contemplate laying out Native townships 'in the very centre of European settlement.' He finished his reply by noting that: 'I understand that Wi Parata has laid out a Native Township at Waikanae, and no doubt the petitioners could obtain land from him on reasonable terms.'[232] Confusingly, however, the Assistant Surveyor General referred to the township being laid out by Wi Parata as a 'Native Township.' This begs the question of what was actually understood or intended about the relationship between Wi Parata's private township and the Native townships regime.

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[228] H Priddey, Carpenter, Waikanae to the Surveyor General, 18 August 1897 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[229] H Priddey, Carpenter, Waikanae to the Surveyor General, 18 August 1897 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[230] F A Marchant, Commissioner of Crown Lands to H Priddey, Carpenter, Waikanae, 17 September 1897 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[231] Henry Walton, Waikanae to the Minister of Lands, Wellington, 8 September 1897 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[232] Assistant Surveyor General to Henry Walton, Waikanae, 16 September 1897 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

By late September 1897, when the Chief Surveyor at Wellington replied to Martin about his tracing of the township, there were signs that, under pressure, the government was beginning to scrutinise Wi Parata's township more closely. Martin was assured that the Chief Surveyor had referred 'the question of approval of your township scheme to the Surveyor General.' However, he asked Martin for more information – 'I should be glad to know a little more, however, about the matter, such as the general object of cutting up the township, whether it is to be sold or leased; it is not very clear, either, under what section of the NL Court Act 1894 you are proceeding, is it for instance No. 62?'[233] Section 62 of the Native Land Court Act 1894 allowed the Surveyor General, with the approval of the Minister of Lands, to 'authorise any surveyor, or other persons to enter upon any Native land to make any survey.' No one was permitted to survey Native land without this authorisation from the Surveyor General, unless authorised by a Native Land Court Judge (see section 61 of the same Act).

On the same day, the Chief Surveyor raised doubts about Māori cutting up their land for townships:

> As Mr R B Martin of Ohau has submitted for approval a scheme of a township which he is surveying at Waikanae for Wi Parata, and which is held under Land Transfer Certificate of Title, and as you recently took exception to a similar procedure at Kaikoura Awarua Block, (Vide SG 36577 of 26 July last. SO 16584) it is my duty to apprise you of his application and to await instructions.
>
> It seems inevitable that the Native Owners of this and similar lands will require to meet the growing requirements due to the extension of railways and roads and the increase of population. The Department may deem it advisable to issue instructions as to the manner in which such cases are to be dealt with.[234]

However, the Assistant Surveyor General was of the view that it was all perfectly legal and nothing stood in the way of Wi Parata using his land in this way:

> I have to say that as there is a Land Transfer Certificate of Title for this Block, and there is no restrictions as to its disposal, there is not the same reason for objecting to a township being laid out here, as there was in the case of the Awarua Block. Apparently Ngarara West C is in the same position as any other freehold land, and unless you have a knowledge of any trusts, the subdivision of it into a township cannot be interfered with.[235]

[233] Chief Surveyor, J W A Marchant, to R B Martin, Ohau, 20 September 1897 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[234] Chief Surveyor, J W A Marchant, to the Surveyor General, 20 September 1897 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[235] Assistant Surveyor General to the Surveyor General, 23 September 1897 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

By the following year, there were signs that the township Wi Parata intended to establish on Ngarara West C section 41 was becoming, by necessity, a means by which he hoped to satisfy settler pressure while protecting his other land from Crown purchasing. In August 1898, it was reported that there was pressure on Wi Parata from settlers to have part of Ngarara West C section 23 (which he owned and was leasing out) cut up into smaller lots for a settlement. The Minister of Lands noted that:

> Parata has very strong objections, which are entitled to respect. He has, he informs me, laid off about 50 acres at the Waikanae Railway Station in half acre and two and four acre sections, with the intention of offering them for sale as soon as the plan is approved by the Government.[236]

Aside from reassuring the government that he was making township land available to settlers, Wi Parata also entered into leases with a local settler for the whole of section 23 in 1897 and attempted to get those leases formalised. This was another strategy to prevent the subdivision and permanent alienation of Ngarara West C section 23. However, restrictions on who could lease or purchase Māori land, as well as restrictions on how much of and what quality lessees or purchasers could hold, made this process difficult. The restrictions meant to protect Māori from complete dispossession proved ill-suited and cumbersome for those attempting to use their lands commercially as was the case with Wi Parata. This is outlined in further detail below.

On 4 April 1898, Wi Parata's lawyers submitted his petition to the Governor 'praying for the exemption of section 23 Ngarara West C from the operation of section 117 of the Native Land Court Act 1894.'[237] In seeking the exemption, Wi Parata explained that he was one of the successors to Tutere te Matau (who had died on 5 October 1896), which gave him title to Ngarara West C section 23 containing 782a 2r 7p. he had a certificate of title for the section issued to him under the Land Transfer Act 1885. In 1897, he had entered into two leases with William Hort Cruickshank of Waikanae. One was dated 12 August 1897 and would run for a term of 31 years from 1 September 1897, and the other, covering the remaining portion of section 23, was for a term of 40 years from 1 January 1898. Both leases included timber cutting rights and the lessees were paying rent and occupying cleared areas. Although the land was

[236] John McKenzie, Minister of Lands to the Under-secretary of Justice, 3 August 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[237] Moorhouse & Hadfield, Solicitors, Wellington to Hon Richard Seddon, Native Minister, 12 May 1898 in AANS 7609 W5491 47/1 39588, ANZ Wgt

leased, not sold, the lease was still legally an 'alienation' and covered by stricter rules by then for Māori land alienation.

When Wi Parata applied to the Native Land Court to have the leases confirmed, the court found the terms of the leases satisfactory, but the Land Board responsible for monitoring transactions, considered the proposed lease fell outside the rules governing aggregation of first class land. Therefore, the court could not confirm the leases. Wi Parata argued that section 23 contained no more than 200 acres of first-class land (far less than the 460-acre limit imposed by the 1894 Act) and therefore believed that the leases ought to be confirmed. He also pointed out that losing the use of that amount of high quality land would have little impact on him as he owned more than 1,000 acres of other land.[238]

Section 117 of the Native Land Court Act 1894 was designed to curtail private purchases or any kind of private alienation of Māori land effectively reasserting Crown pre-emptive rights of purchase. [239] There were some provisions for exceptions under section 4 of the Native Land Laws Amendment Act 1895. There was provision for monitoring such exemptions to ensure they were not leaving Māori without any land at all. In particular, the Court needed to be satisfied that the Māori owner had 'other land sufficient for his support', the leases were to be for no more than 21 years, and the Court had to consider the proposed rent was fair.[240]

In addition, there were also restrictions on undue aggregation of lands by the private purchasers or lessees taking up such lands. These were imported from general legislation to also cover transactions in Māori land but they had the effect, for Māori owners, of restricting what they could do to utilise their lands. Where such an exemption was granted section 5 of the same Act then required the person seeking to lease, purchase or otherwise acquire the land (except by mortgage) to declare that they owned in total no more than 640 acres of first-class land (or its equivalent in second and third-class land) as defined by the Land Act 1892.[241]

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[238] Petition of Wi Parata Kakakura, c.1898 in AANS 7609 W5491 47/1 39588, ANZ Wgt

[239] See Donald Loveridge, 'The Development of Crown Policy on the Purchase of Maori Lands, 1865-1910: A preliminary survey', 2004, Wai 1200, A77, pp 170-174 and Richard Boast, *The Native Land Court, volume 2: 1888-1909: A Historical Study, Cases and Commentary,* (Wellington: Thomson Reuters, 2015), pp 31-35 for a more detailed discussion of the debate around re-establishing the Crown's pre-emptive right of purchase.

[240] Section 7, The Native Land Laws Amendment Act 1895

[241] They could also be deemed to reach the threshold if they owned 2,000 acres of second-class land or 5,000 acres of third-class land instead. A mixture of acreages of different classes of land could be assessed and this determined whether they owned more than the equivalent of 460 acres of first-class land. See section 5, The Native Land Laws Amendment Act 1895

Wi Parata's petition seeking a reconsideration of his proposed exemption for section 23 was initially unsuccessful. On 9 May 1898, the Under-Secretary of Justice replied on behalf of the Native Minister, that the application for exemption from section 117 of the Native Land Act 1894 'cannot be compiled with, as the land is beyond 640 acres prescribed in section 5 of the Native Land Laws Amendment Act, 1895.'[242] Wi Parata's lawyers then asked the Native Minister, Richard Seddon, to reconsider, pointing out that the real problem was that the land was classified as first-class (because it was valued at £1 or more per acre). They argued that an examination of the land would show that it was clearly second-class land. In any case they put it to Seddon that the section in question was effectively only 774 acres of useable land (minus roads and right of ways). The land was bound by the river on both sides 'and survey shows that the area of the shingle river bed from the centre line to the river bank is 26 acres which is perfectly useless.' By these calculations, they argued that the 748 acres was really only 108 acres over the 640-acre limit, even if it was all first-class land, and they considered that the land was actually of very mixed quality.[243]

The matter then seems to have been resolved in Wi Parata's favour. A gazette notice exempting 640 acres of Ngarara West C section 23 from section 117 of the Native Land Court Act 1894 was published in the *New Zealand Gazette* on 26 January 1899.[244] Eventually Wi Parata got around the limits on how much first-class land could be alienated by 'cutting off a portion to reduce the area to 640 acres, the area allowed to be purchased under the Native Land Court Act 1894.'[245] Wi Parata encountered considerable trouble and expense in an effort to obtain the exemption needed to lease his land. This was even though the legislation appeared to put the onus on the lessee or purchaser to deal with the issue of limits on acquiring first class land. Effectively, if Parata wanted to control the transaction, he had to make the lease fit with the legal requirements.

Meanwhile, settler pressure for a township at Waikanae continued to intensify. Woodley notes that a deputation from Waikanae visited the Premier in June 1898 'and asked the Government to acquire the land occupied by Wi Parata and sell it as allotments for small homestead purposes

[242] F Waldergrave, Under-secretary of Justice to Moorhouse & Hadfield, Solicitors, Wellington, 9 May 189[8] in AANS 7609 W5491 47/1 39588, ANZ Wgt
[243] Moorhouse & Hadfield, Solicitors, Wellington to Hon Richard Seddon, Native Minister, 12 May 1898 in AANS 7609 W5491 47/1 39588, ANZ Wgt
[244] *NZ Gazette,* No. 151, 26 January 1899, p 169
[245] Surveyor General to the Minister of Lands, 26 August 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

… The Premier stated that he would discuss the matter with Mckenzie [Minister for Lands], who would communicate with Wi Parata on the matter.'[246] What it suggests is that many of the settlers at Waikanae remained strongly in favour of a government-led solution to their demand for township lands or small holdings.

This may have meant that Wi Parata would have struggled to convince enough settlers to wait for his township to be surveyed and offered for lease or purchase. No correspondence from McKenzie to Wi Parata about the township has been found. On 28 July 1898, Henry Walton wrote to the Commissioner of Crown Lands. He explained that he had been asked by some of the men at Waikanae to ask the Commissioner 'if there is any possibility of a township being laid out here as many persons are desirous of obtaining a residential site where at the present there is no land available for that purpose.' Walton requested that the matter be referred to the government.[247]

Pressure on Wi Parata to sell land in section 23 also continued.. On 22 August 1898, the Minister of Lands, John McKenzie, was contemplating a Crown purchase of 50 acres of section 23 for 'a small settlement' for settlers, in response to the repeated requests from Henry Walton and others for a township. This was despite Wi Parata's objections to disposing of the land and his assurances that he was laying out a township for settlers on section 41 (the tracing of which had been supplied to the government almost a year prior on 4 September 1897). McKenzie wrote to the Surveyor General forwarding 'papers referring to Section 23 Ngarara West, C Block.' He reported that:

> A deputation waited upon the Premier and myself on the 19th inst with regard to this representing working men and asked that 50 acres might be acquired for small settlement purposes. My own opinion is that if we could get this area it would be sufficient as these men do not want large areas being saw-millers and bush men … I think it would be advisable to take active steps so that the land may not slip out of our grasp.[248]

The Surveyor General advised the Minister of Lands that the 50 acres from section 23 could not be taken compulsorily:

> I fear there will be some difficulties about acquiring the 50 acres out of this [section 23] Block, belong to Wi Parata. I understand he has very strong objections to sell … As to

[246] Woodley, 'The Native Townships Act 1895', 1995, p 16 citing Parata township file, LS 1, box 356, file no 39588, ANZ Wgt. A similar account appeared in 'Premier at Otaki', *New Zealand Times,* 21 June 1898, p 3
[247] Henry Walton to the Commissioner of Crown Lands, 28 July 1898 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[248] John McKenzie, Minister of Lands to the Surveyor General, 22 August 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

> taking the land compulsorily, it is Native land, and I do not know of any power to take Native lands compulsorily for settlement purposes; nor is there any provision under the Land for Settlements Act for taking Native land, the compulsory powers being confined to lands granted by the Crown.[249]

But the Surveyor General considered that the township being laid out by Wi Parata from section 41 could serve the same purpose: 'I am aware that Wi Parata is having a township cut up adjacent to his land [section 23], for sale and for lease, in which there are sections of from one-half to two and four acres, and the question arises will not these meet the wants of the deputation.'[250] He stated that if a township was to be established on section 23, there was the possibility of bringing that township under the Native Townships Act 1895, 'if it were wise and just to do so'. However, the Surveyor General remained of the view that 'it would be stretching the law, for the Act does not contemplate the establishment of Native Townships where other townships exist as in this case (for practically Wi Parata's townships exist on the adjacent land).'[251]

In response to these pressures Wi Parata pressed on with the township he was creating on section 41, working to have the township plan refined and submitted to the government and persuading settlers to take up sections. On 26 August 1898, he wrote to the Minister of Lands informing him that:

> I saw Mr Seddon on Tuesday re the Waikanae township & hope to have plans with pieces[?] of each section ready very shortly & will place them before you for your approval. Kindly send me list of those that are wishing to acquire township sections, so that I can write to them when the necessary papers are completed.[252]

Unfortunately, no further information has been found about what passed between Wi Parata and Seddon at this meeting, so it is unclear whether Seddon supported his desire to establish an independent township or not. Seddon had certainly been strongly in favour of the Native townships scheme in 1895. At the conclusion of negotiations with Te Keepa Rangihiwinui Taitoko (Te Keepa or Major Kemp) and his people for the establishment of a Native township at Pipiriki on the Whanganui River in November 1895 (the first in the country), Seddon told the assembled crowd that the Native Townships Act 1895 would 'benefit the Native race and place them in the position which he desired, on behalf of the Government, to see them enjoy - it would conduce [sic] to their happiness and prosperity.'[253] He went so far as to promise that

[249] Surveyor General to the Minister of Lands, 26 August 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[250] Surveyor General to the Minister of Lands, 26 August 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[251] Surveyor General to the Minister of Lands, 26 August 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[252] Wi Parata to the Minister of Lands, 26[20?] August 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[253] 'The Premier at Pipiriki' in the *Wanganui Herald*, 22 November 1895

the benefits would be so much greater than if Māori were simply to divide their land into small plots to cultivate the land themselves.[254]

By September 1898, there were clear signs that the government was considering persuading Wi Parata to bring his township under the Native Townships Act 1895. On 6 September 1898, G Barr of Waikanae wrote to the Native Minister calling for the government to establish a Native township there, but also revealed that there were settlers who were opposed to a government township. This may indicate a level of support for Wi Parata's attempts to create an independent township on his land. Barr reported that:

> It is persistently stated here, by a few whose interest it is to prevent the Govt establishing a township, that all restrictions are to be removed and that Wi Parata may deal with the land as he sees fit. I should very much like to know if this is correct. That you carry out your stated intention of having a Native township is the earnest wish of a great many here.[255]

The reply from the Minister of Lands indicates a significant change in the government's attitude towards Wi Parata's township. The government no longer appeared to be willing to wait until his survey plan was completed, inspect and approve the survey, and allow him to put the township sections up for public auction for settlers to lease or purchase. The Minister informed Barr that:

> … there is no foundation for the statement that all restrictions on the alienation of the land owned by Wi Parata are to be removed.
>
> It is still the intention of the Government to establish a township as soon as arrangements can be made with Wi Parata for the cession of the land required for that purpose. The land is not, I am advised, sufficiently remote from close settlement to warrant its being dealt with under the provisions of "The Native Townships Act" without his concurrence, to obtain which it is believed a little conciliatory forbearance only is necessary.[256]

This is an important statement by the Minister. It signals that the decision to persuade Wi Parata to give his consent to his township coming under the Native townships regime had been made. It is also an admission about the matter of consent, and whether the Crown was justified in using the Native townships legislation here. As already discussed, the Native Townships Act 1895 did not require the Crown to obtain the consent of Māori owners to establish a Native

[254] 'The Premier at Pipiriki' in the *Wanganui Herald*, 22 November 1895. Boulton, 2003, Wai 903, A39, pp 35-36
[255] R G Barr, Waikanae to the Minister of Lands, 6 September 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[256] John McKenzie, Minister of Lands to R G Barr, Waikanae, 13 September 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

township on their land. The Minister's statement is an acknowledgement of that fact. It is also an admission that the Crown was proceeding with Parata Native Township even though it could not justify doing so in terms of the intent and purpose of the 1895 Act. This has some similarities with the Hokio Native Township in this inquiry district. The Muaūpoko Tribunal found that it had been 'established to satisfy the desire of some Levin residents for holiday homes by the beach' rather than '"for the purposes of promoting the settlement and opening-up of the interior of the North Island", as the Act intended, or to aid in the profitable development of Maori land.'[257] The Minister considered that Wi Parata's consent to establish a Native township on his land was now required.

The Minister of Land's view of the situation, and their intention to seek Wi Parata's consent to a Native township, had not been immediately communicated to Wi Parata. It is not until January 1899 that the government asked Wi Parata to consider bringing his township under the Native townships regime. Nor does it seem to have been communicated to all government officials involved with the township issue. For example, a week later on 20 September 1898 the Chief Surveyor at Wellington replied to a further letter from Henry Walton (this letter has not been located), advising him 'that as the land is private property you should apply to the owners, who I understand are surveying a township at Waikanae.'[258] This echoes earlier replies to Henry Priddey regarding the boundaries of his leased property and the layout of the township.

By 14 November 1898, the government was in the process of determining whether a Native township on Wi Parata's site would be viable. The Surveyor General wrote to the Chief Surveyor, at Wellington saying:

> What seems necessary is that someone should go on the ground, and furnish a rough hand-sketch of the ground proposed to be cut up by Mr Parata; and also that portion of the Native land lying between the Waikanae river, and the road which runs inland to the Reikorangi Settlement, including about 40[?] acres of the latter land.[259]

It is unclear why the Crown was interested in the Native land near Wi Parata's township. Perhaps it was being assessed in case his township site proved unsuitable, or the Crown was thinking about whether it could purchase it in the future to expand or support the settlement.

[257] Waitangi Tribunal, *Horowhenua: The Muaūpoko Priority Report*, 2017, p 403
[258] Chief Surveyor, J W A Marchant, to Mr H Walton, Waikanae, 20 September 1897 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[259] Surveyor General to Chief Surveyor, Wellington, 14 November 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

The government was particularly concerned about whether a township at Waikanae would be economically viable over the long term. The Surveyor General considered that:

> The question is whether the lands are suitable for a township. What is the extent of fairly level land which might be made into a township? And again, some inquiry should be made as to the number of people who would be likely to settle permanently there. I am aware there are at present between 40[?] and 60 Europeans who are anxious to obtain land in that locality, and who are mostly engaged in sawmilling in this district. Will you also have information obtained as to the probable permanency of this sawmilling industry?[260]

These inspections of the township site appear to have been made without Wi Parata being told of the government's intention to persuade him to give up control of the land and the township and allow it to be administered by the Crown as a Native township.

The Chief Surveyor was optimistic about the suitability of the site. He assured the Surveyor General that he would seek a full report from the Crown Lands Ranger, but commented that in the meantime, 'I spoke to Mr Field MHR some time ago about the milling and he thinks that probably it will last for 10 years yet.' The Chief Surveyor had 'little doubt … as to the suitability of the site for a township. The land slopes back easily from the railway line for about 30 chains & is conveniently situated in the centre of a rising district where there is great difficulty in getting building sites.'[261]

The Crown Lands Ranger, Mr Lundius, was less optimistic about the long term prospect for a township. In his report dated 23 December 1898, he noted that the nearest timber mill was about 3 miles away and he thought the milling would only last another five to six years. He reported that there was a flaxmill at Waikanae (which employed 15 to 20 people) but commented that it was impossible to say how long that would run as it would depend on the price for flax. He did not consider a leasehold township was viable or that sawmillers would really lease or buy sections:

> I do not think a Native Township would do well here as the term of the lease is too short [in pencil someone has added 63 years or more], but if an area was cut up and sold for cash, then I think a good many sections would be disposed of at satisfactory prices. I do not think that any of the mill hands would go in for sections in a Native Township.[262]

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[260] Surveyor General to Chief Surveyor, Wellington, 14 November 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

[261] Chief Surveyor, Wellington to the Surveyor General, 15 December 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

[262] Commissioner of Crown Lands, Wellington to the Surveyor General, 23 December 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt. The original report from Lindius to the Commissioner of Crown Lands, dated 19

Meanwhile settler pressure for sections continued. On 8 December 1898, the Commissioner of Crown Lands recorded that 'Messrs George Lett, Marr & Walton waited on me re Waikanae Township – Wi Parata's land. They enquired what the Department had done in the matter.'[263] They complained that they:

> have been trying for years to get a township laid out. We want little bits of land for our homes … In the meantime, one of two artful pakehas (and the deputation look significantly at the ex-storekeeper) manage to get around Wi Parata, and are leasing the land we need for homes. We have petitioned the Government and interviewed the Premier and the Minister of Lands, but all we get is promises.[264]

Amongst the party was the Masterton MP Mr Hogg, who 'reported the representations of a deputation which waited on the Premier.' Henry Walton reminded the Commissioner of the 1896 petition requesting a township and said that he had 'interviewed the Premier & was referred to the SG [Surveyor General] who promises to look into the matter.' The demand for land was such that 'some of the Rikiorangi [sic] men had to leave their wives & families in other districts, as they could not get homes.'[265]

What this suggests is that settlers advocating for a Native township at Waikanae had continued to lobby at the highest level throughout 1898. In his correspondence with the Surveyor General, the Chief Surveyor referred to the Commissioner of Crown Lands' meeting with the settlers. He noted that the deputation 'urged the necessity of a township being laid out and pointed out that the want of it was now the means of driving people away who required sites, and was acting prejudicially to the advancement of the district.'[266]

By December 1898, the government had formed the impression that Wi Parata had abandoned his efforts to set up his township. The Chief Surveyor informed the Minister for Lands that: 'I have recently obtained reports which go to show that Wi Parata has apparently abandoned the idea of laying out a township, for nothing of the kind is going on, whilst the demand for town

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December 1898 is in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt and is quoted almost word for word in the letter of the 23 December 1898

[263] File note of J W A Marchant, Waikanae, 8 December 1898 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

[264] 'The Revaluation Commission', *New Zealand Times,* 30 December 1898

[265] File note of J W A Marchant, Waikanae, 8 December 1898 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

[266] Chief Surveyor, Wellington to the Surveyor General, 15 December 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

and suburban sections at Waikanae is strong.'[267] The Native Minister's statement to Barr in September 1898, and the fact that officials were already making assessments of the viability of a Native township prior to this news, indicates that it was not what prompted the Crown's decision to press ahead with the Native township and gaining Wi Parata's consent to bring the township under the Native townships regime.

However, it probably encouraged officials to continue this course of action. The Chief Surveyor recommended that 'the best thing to be done now would be to approach Wi Parata with the idea of getting his consent to our laying out a township under the Native Townships Act.'[268] Accordingly, the Surveyor General finally wrote to Wi Parata on 20 January 1899, noting that 'on several occasions the Government has been asked to lay out a township at Waikanae, and it has been suggested that action should be taken to this end in terms of the Native Townships Act 1895.' However, 'action has been delayed as it was understood you were about to cut up some of your land for the purpose.' But because there:

> is apparently a considerable demand for land for building purposes near the Waikanae railway station, the Minister will be glad to be informed if you have any objection to the Government proceeding under the abovenamed Act and if so, I am to ask you to please state the nature of the same in order that the matter be further considered.[269]

The question that arises here is why did the Crown not simply wait for Wi Parata to complete his township, when the previously submitted surveyor's plan indicated that it was close to completion? The letter to Wi Parata suggests that the overwhelming driver of this decision was settler pressure for a township to be created as soon as possible. However, as officials earlier acknowledged, Wi Parata's township could have met that need. There is no sign that the Crown ever considered working in partnership with him to assist him in the final steps needed to create an independent township. Instead, the decision was made to press ahead with a Native township by seeking Wi Parata's consent to bring his township under the Native townships legislation. The belief that Wi Parata would (or could) no longer complete his township reinforced that decision. Nor does there seem to have been any consideration given to providing Wi Parata with a greater, officially sanctioned role in the management and development of the Native township beyond the input he had into the layout (discussed below). Both of these options

[267] Chief Surveyor[?]to the Minister of Lands, 29 December 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[268] Chief Surveyor[?]to the Minister of Lands, 29 December 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[269] W J Short for the Surveyor General to Wi Parata, Waikanae, 20 January 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

would have kept the land more clearly under Māori control. Instead, the rigid and Crown-controlled Native Townships regime was applied without modification.

By laying out a township independently on his land Wi Parata had hoped to avoid having his land taken compulsorily for a government-run township. He sought to remain in control of all or most of the land on which the township would sit, and stave off increasing pressure for his other land in the neighbourhood, such as Ngarara West C section 23 (discussed above). Despite the intense pressure, even in early 1899 Wi Parata demanded top-level negotiations with the Crown before he was willing to support a Native township on his land. On 8 February 1899, Wi Parata replied to the Surveyor General saying: 'Before handing over the land to the Government I would like an interview with Mr Seddon. So if you would kindly let me know when I can see him I will come down & settle the matter.'[270]

The available evidence does not reveal what Wi Parata's intention was in meeting with Seddon. Nor is it clear whether the meeting actually took place or when, or what may have been said between the two men. Wi Parata was told that Seddon would not have time to meet before the end of February but 'should you be here [in Wellington] about that time an interview could probably be arranged.'[271] By 11 May 1899, it was reported that Wi Parata had agreed to the township being established under the Native Townships Act 1895 and it had 'been arranged that the township is to be called "Parata"'.[272] The Chief Surveyor informed the Commissioner of Crown Lands that 'I have to say that it is now arranged with Wi Parata that a portion of his property, near the north of Rikerangi [sic] Road, is to be utilised as a township under "The Native Townships Act."'[273]

One of the major questions this raises is why, after such effort and expense, did Wi Parata finally agree to abandon his attempts to establish an independent township on his land and allow it to come under the government's control as a Native township? In the absence of archival evidence, it is not possible to answer definitively. However, several factors may have been involved. The cost of the survey may have become a barrier to completing the township.

[270] Wi Parata, Waikanae to W J Short, Department of Land & Survey, 6 February 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[271] Under-secretary [of Lands?] to Wi Parata, 18 February 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt.
[272] Chief Surveyor, Wellington to the Commissioner of Crown Lands [SG to CS?], 11 May 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[273] Chief Surveyor, Wellington to the Commissioner of Crown Lands [SG to CS?], 11 May 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

Although Wi Parata owned a large amount of land and other property, he may have been relatively cash poor. This may be why he had not paid his surveyor prior to the Crown taking over the establishment of a Native township (this is discussed later in this chapter).

Strong settler backing for a government-run Native township may have undermined Wi Parata's attempts to persuade them to take up sections in his township and lease or purchase the sections directly from him. In turn, a lack of success in getting enough settlers to commit to his township may have been one of the factors that led Wi Parata to eventually abandon his attempt at an independent township. Although we do not know anything about the conversations between Wi Parata and Seddon, it is also possible that he was reassured by Seddon that he would retain a level of control over the township, and that the benefits of a Native township would advance Wi Parata's aspirations for the development of Waikanae and his other lands in the Ngarara West block.

On 15 June 1899, the Chief Surveyor reported the he had been told by Wi Parata's surveyor:

> that Wi Parata applied either to the Hon The Premier or yourself [the Surveyor General] to have the eastern part of subdivision 41, comprising some 1600 or 1700 acres, subdivided and disposed of by lease by the Crown. I understand that Mr Parata is very anxious that this alleged arrangement should be carried out.'[274]

In a note on the bottom of this letter the Surveyor General, S Percy Smith, wrote to the Acting Minister of Lands and recorded that:

> We are now about to offer the Waikanae Township under the "Native Townships Act" - and Wi Parata wants Govt to deal with the adjacent lands on his behalf.
>
> To do this, the N. Land Court Act 1894 part III must be availed of – in which I think there is no difficulty.
>
> I should strongly recommend this being done, but before any steps are taken, the matter ought, I think, to be referred to Hon the Native Minister who originally made the arrangement with Wi Parata.[275]

Part III of the Native Land Court Act 1894 related to the jurisdiction of the court to investigate and determine title, vest land, deal with succession, impose and lift restrictions on alienation and confirm alienations. On 27 June 1899, the Surveyor General noted that the Chief Surveyor

[274] J W A Marchant, Chief Surveyor to the Surveyor General, 15 June 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

[275] Note from S Percy Smith, Surveyor General to the Acting Minister of Lands dated 20 June 1899 on J W A Marchant, Chief Surveyor to the Surveyor General, 15 June 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

at Wellington was to arrange with Wi Parata to make an application under Part III of the Native Land Court Act 1894.[276]

By early July 1899, the Commissioner of Crown Lands had written to Wi Parata recommending that he make application under Part III of the 1894 Act and outlined the process for doing so:

> Mr Martin, Surveyor, having informed me that you wish the Government to dispose of the eastern part of Subdivision 41 of Ngarara West C Block, I have the honor [sic] to inform you that your application can be dealt with under Part III of the Native Land Court Act, 1894, by reference to which you will see that the owner, who I understand is yourself, should apply to the Land Board, of which I am the Chairman, to dispose of the land under the Land Act, 1892.
>
> You, as the owner, must show that you have sufficient other land for your maintenance.
>
> The Crown Grant or other title must be lodged with the District Land Registrar.
>
> Subject to the approval of the Governor, the land would then be surveyed and road access provided thereto, and it would be thrown open to public application for lease or sale in terms of the Land Act.
>
> The cost of surveying and roading the land and other expenses would be refunded to the Government out of the moneys received on the disposal of the land.
>
> I shall be glad to hear from you in reference to the matter.[277]

The Parata Native Township files, and specific files about Ngarara West C section 41 at Archives New Zealand, do not contain any further information about whether, and to what extent, Wi Parata was able then to lease the eastern portion of this block.

Having established that Wi Parata was willing for the township to be converted into a Native Township, the Chief Surveyor decided that the best course of action would be to contact Wi Parata's surveyor, R B Martin, and obtain the township plans he had already drafted. If he had not yet been paid for the work, the government would arrange for payment.[278] On 22 May 1899, a critical meeting took place at Waikanae between the Chief Surveyor and Wi Parata. On 26 May, the Chief Surveyor also met with Martin 'and made a thorough inspection of the streets and sections.' What is evident is that Wi Parata had very definite wishes about the township and its ongoing development and sought considerable input into how the arrangements for Parata Native Township were to be made. He had 'decided on the following reserves':

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[276] Note from Surveyor General dated 27 June 1899 on J W A Marchant, Chief Surveyor to the Surveyor General, 15 June 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

[277] Commissioner of Crown Lands to Wi Parata, Waikanae, 6 July 1899 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt

[278] Chief Surveyor, Wellington to the Commissioner of Crown Lands [SG to CS?], 11 May 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt and Chief Surveyor to R B Martin, Surveyor, Ohau, 17 May 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

Section 1, Block , Church of England
" " " Native Reserve for Matapere (Wife of Ropata Tangahoe)
The School Reserve to stand as surveyed.
Section 8 & 9 Block , to be reserved for Public Buildings
" 25 " " " " Hame Matena [Hemi Matenga?][279]

The establishment, use and administration of the Native allotments and public reserves are discussed in further detail in chapter 4 of this report.

As already mentioned, Wi Parata also sought to safeguard his water rights agreement with the Wellington-Manawatu Railway Company. He asked 'that arrangements be made for the removal of the pipes from the Pipe Reserve in Hira Street, and that a reserve be set aside around the dam and along the stream to Winara Street.' There was also discussion about a public domain or recreation ground and Wi Parata 'said the Recreation Ground could be laid off on his son's land opposite on the west side of the line.'[280] Martin's January 1897 tracing of the township already had street names which clearly reflected Wi Parata's wishes and included the names of his daughter Utauta, his sons Winara and Hira, and the tupuna Te Pehi Kupe, from whose dying words Wi Parata got his given name 'Te Kakakura'.[281] At this meeting on 22 May, 'the names of the street were agreed upon and certain extensions thereof approved.'[282]

With regard to the leasehold sections, it was agreed that 'Wi Parata and Mr Martin will fix the prices at which the lands are to be offered, subject to the Surveyor General's approval.' They also arranged for 'the cost of survey and expenses to be spread over a period of 5 years.' Wi Parata stipulated that no one was to erect a hotel on the township and that only substantial houses of six rooms or more could be erected on the leased sections.[283] Wi Parata also made several arrangements regarding the existing lessees. Buildings belonging to Mr Priddey that were situated on areas surveyed for streets were to be removed onto Section 5 and be 'valued by Mr Martin and the section weighted with the same' in Priddey's favour (this is discussed

[279] Memo by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt.
[280] Memo by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt.
[281] See Hohepa Solomon. 'Parata, Wiremu Te Kakakura, Dictionary of New Zealand Biography, first published in 1993, updated June 2017. Te Ara - the Encyclopedia of New Zealand, https://teara.govt.nz/en/biographies/2p5/parata-wiremu-te-kakakura (accessed 10 May 2018)
[282] Memo by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt.
[283] Commissioner of Crown Lands to the Surveyor General, 7 April 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

later in this chapter).[284] 'Messrs Stansil [sic] and Son, Flax-millers, who lease portion of the township are to receive notice from Mr Wi Parata of the termination of their lease, but that they continue to dry flax upon the paddocks until such time as the lands have been disposed of.'[285]

Clearly, the Crown allowed Wi Parata to have far more say about the layout of the Native township than the legislation required, and his wishes were largely accepted and given effect to in the final plan of the township. Several factors contributed to this. The Crown were amenable to adopting the survey already completed for Wi Parata (and reflecting his wishes), as this would save the Crown both time and money and potentially allow settler demand for township lands to be met more quickly. There was also a need to make practical arrangements with those who were already leasing portions of the township site from Wi Parata. This would then clear the way for putting leases for the township sections up for public auction. Wi Parata's mana as a rangatira of Te Ātiawa/Ngāti Awa ki Kapiti and Ngāti Toa, and as a former Māori member of parliament may have meant that Crown officials were more inclined to consult him and take his wishes into account. It is also possible Wi Parata and Seddon had agreed that the township as laid out by Wi Parata was to be adopted largely unchanged. However, without further evidence about their discussions this cannot be confirmed.

As a result of these May 1899 meetings some modifications to the work already done by the surveyor were necessary. The Chief Surveyor reported that Mr Martin 'is now engaged completing the pegging. He will interview Wi Parata again, and, after arranging as to the survey details, will forward the plan, descriptions, etc. to this office.'[286] Martin's work was completed by early July 1899 and he forwarded a modified plan and traverse sheets to the Chief Surveyor at Wellington.[287]

2.3.2 Survey and proclamation

With the survey of the township already completed by Wi Parata's surveyor and modifications agreed, the Crown did not need to commission its own survey (as was the normal practice in other Native townships). The Native Townships Act 1895 did allow the Surveyor General to

[284] The memo from the Chief Surveyor leaves a gap where the tenant's name should have been, however we know from later letters about the matter that the tenant was Henry Priddey.
[285] Memo by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[286] Memo by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[287] R B Martin to the Chief Surveyor, Wellington, 3 July 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

'adopt whole or in part any survey already made' when laying off a township.[288] By May 1899, the government had offered to pay the surveyor, Mr Martin for any work Wi Parata had yet to pay him for. His plans and survey were then to be used as the basis of the final township plan. Once this material was received a description of the land was to be drafted for the gazette notice proclaiming the land to be a Native township.[289] It transpired that Wi Parata had not yet paid Martin for his work. On 21 November 1899, the Chief Surveyor forwarded a voucher for £45 to Martin 'for survey of Parata Township.' He observed that, 'the price seems reasonable, considering the amount of time Mr Martin spent upon it & I understand that Wi Parata, the Native owner, is perfectly satisfied with the survey.'[290] A note on the bottom of this letter said, 'this is in accordance with the arrangement made with Wi Parata when the Township was agreed to.'[291]

The modified plan and traverse sheet submitted by Martin on 3 July 1899 were given an initial examination and the Chief Surveyor informed Martin that some further work/technical corrections were required. He was also asked to show some additional details on the plan, including existing fences and the acreage of each of the Native allotments/reserves.[292] On 12 July 1899, Martin returned the plan with these corrections completed.[293] By the end of July 1899, the Chief Surveyor had forwarded a final plan of the township and a description for the gazette notice to the Surveyor General. He noted that the survey was complete and the plan was ready to be exhibited for two months as required by the Act.[294] On 14 August 1899, Martin supplied a schedule of all Native township sections including the size (in acres), value and description of the quality, vegetation and terrain of each section.[295] Parata Native Township was gazetted under the Native Townships Act 1895 on 17 August 1899. It was described as 'a portion of Subd Ngarara West C Block' containing 49 acres 1 rood and 19 perches.[296] Later

[288] Section 5, The Native Townships Act 1895
[289] Chief Surveyor, Wellington to the Commissioner of Crown Lands [SG to CS?], 11 May 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[290] J W A Marchant, Chief Surveyor to the Surveyor General, 21 November 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[291] Note dated 1 December 1899 on J W A Marchant, Chief Surveyor to the Surveyor General, 21 November 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[292] J W A Marchant, Chief Surveyor, Wellington to R B Martin, Surveyor, 10 July 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[293] R B Martin to the Chief Surveyor, Wellington, 12 July 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[294] J W A Marchant, Chief Surveyor to the Surveyor General, 27 July 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[295] Schedule of Parata Native Township by R B Martin, 14 August 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[296] *NZ Gazette,* No. 69, 17 August 1899, p 1513

that month a further notice was published making minor changes to the description of the township's boundaries.[297]

The following month a gazette notice appeared declaring that, in accordance with section 8 of the 1895 Act, the plan of the township would be:

> on exhibition at the Post-office at Waikanae until the 30th day of November, 1899. Any Native owner objecting to the sufficiency, size, or situation of the reserves or Native allotments, as shown on the said plan, must lodge objections with the Chief Judge of the Native Land Court, at Wellington, on or before the 30th of November 1899.'[298]

The plan put on public display became deposited plan (DP) 1031 and is reproduced as Figure 15 below. Annotations on the plan in English and te reo Māori confirm that it had been duly exhibited at the Post Office in Waikanae from 14 September to 30 November 1899.[299]

[297] *NZ Gazette,* No. 72, 31 August 1899, p 1587
[298] Notice of Exhibition of Plan of the Parata Native Township' *NZ Gazette*, 21 September 1899, p 1831 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[299] Annotations in English and te reo Māori signed by G B Davy, Chief Judge of the Native Land Court on DP 1031, Wellington district

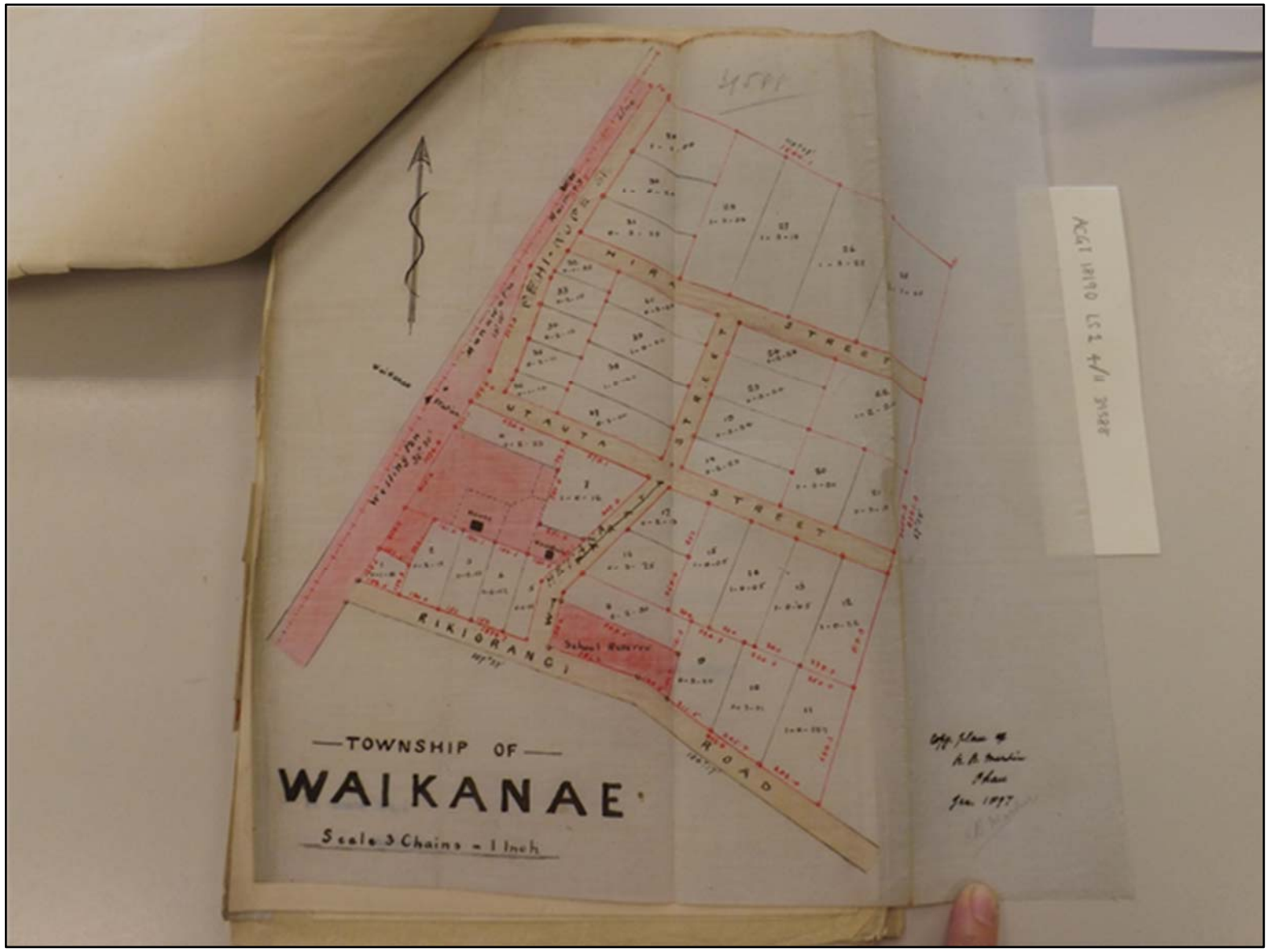

Figure 14: Mr Martin's survey plan of township for Wi Parata, January 1897
(Source: ACGT 18190, LS 1 4/11 39588, ANZ Wgt)

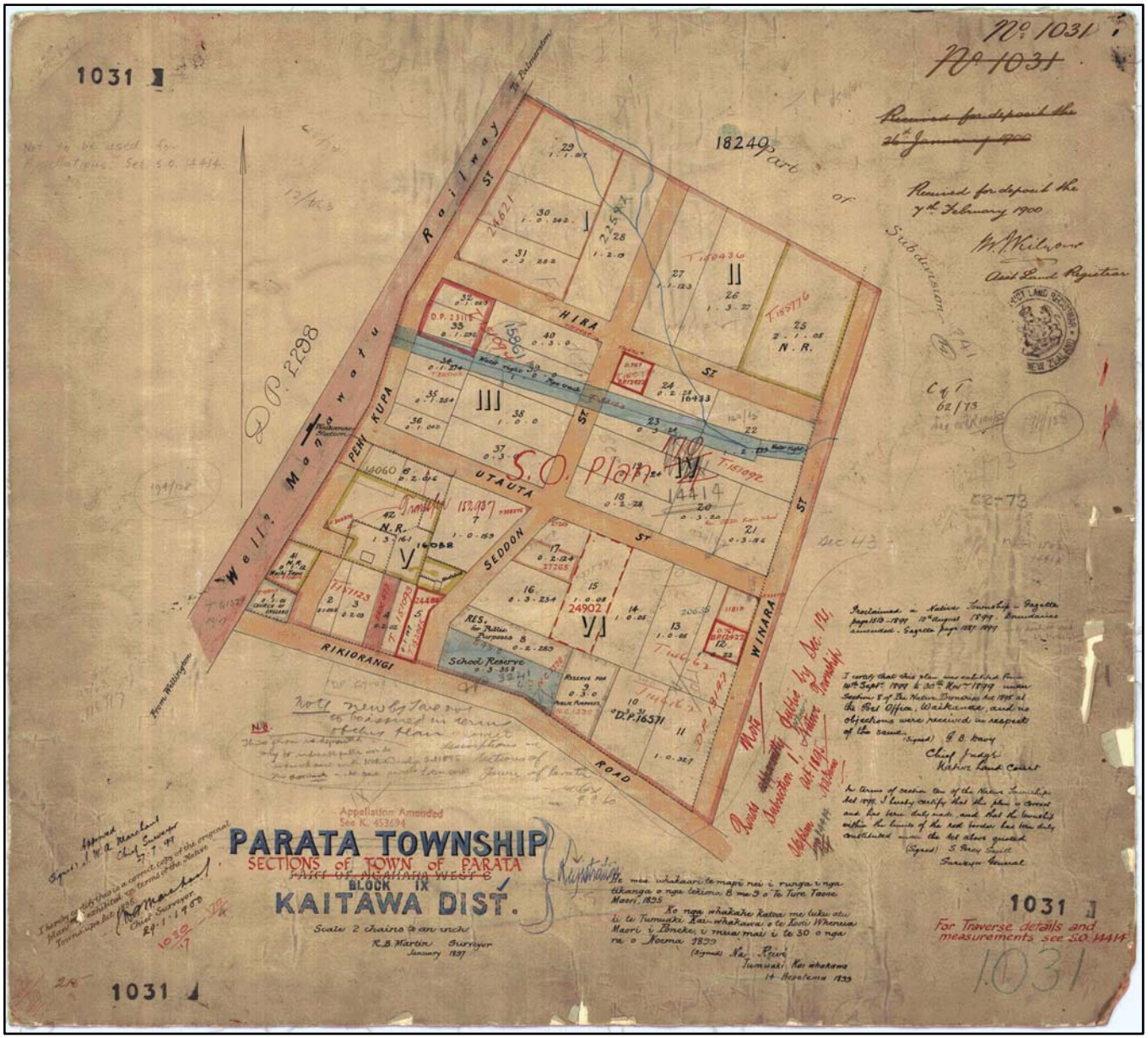

Figure 15: Final plan of Parata Township, January 1897
(Source: WN DP 1031)

2.3.3 Questions of ownership and control

The final two sections of this chapter deal with the period of almost a year between the gazetting of the township in August 1899 and the public auction of the township leases in September 1900. The current section begins by setting out Hemi Matenga's protests about the creation of the Parata Native Township. This is followed by a discussion of two key issues raised in these protests: Hemi Matenga's claim to ownership of the township site, and his consequent indignation at the Crown taking control of the land without consulting him. Each of these topics are dealt with in turn below, with a focus on how the Crown responded to these issues.

Hemi Matenga's protests

On 10 January 1900, Hemi Matenga wrote to the Surveyor General 'to bring the following facts under your notice':

> My mother died leaving land to my brother Wi Parata and myself. The title of which was issued to my brother. In 1897 an order in council was obtained to enable me to obtain the title to my share of the land. My brother executed a transfer of 640 acres. Before this was registered he applied to the Government to dispose of a portion of 640 acres under the Native Township act [sic] it being his wish not to part with the fee simple of the land to the English. Now that I am the registered proprietor of the land I desire to sell the township as I consider this course will assist me in finding tenants for the land I propose offering for lease [in pencil someone has added 'outside the township']. I have the honour to ask that you will take whatever steps you deem necessary to assist in giving effect to my wish.[300]

The letter was clearly authored by Hemi Matenga, but it was also signed by Wi Parata (and the Surveyor General addressed his initial reply to both men jointly). That reply is discussed further below.[301]

A second letter written by Hemi Matenga's lawyers on 22 January 1900 reiterated his claim to ownership of the township land, and in the process stated that he had been instrumental in laying out the independent township. It also expressed his distress and disappointment that his control of the township land had been removed by the Crown when it brought the township under Native townships legislation. He alleged that this had been done without consultation with him and without his consent:

[300] Hemi Matenga and Wi Parata to the Surveyor General, 10 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

[301] Survey General to Hemi Matenga and Wi Parata, 15 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

> Hemi Matenga states that the action of the government in doing this is not [illeg] & a most unwarrantable interference with the liberty of this subject. It has been done without any reference to him - & he the owner – he has never been consulted and until a few days ago was in absolute ignorance of it having been done.
>
> Some years ago Matenga engaged W Martin the surveyor at Ohau to lay out this Township and had a plan prepared for which he owes £40. Had the government had the courtesy to inform Matenga of their intended actions – this plan could have been utilised and Matenga saved the expense – the government at least should repay Matenga the cost of this plan.
>
> Further Matenga following out his own course and never dreaming of such an action being taken as has been, has entered into agreements with people as to the occupancy of parts of the Township lands – How about these agreements? Matenga is uncertain [?] as to what part and how much of his land the government are taking – will you kindly supply him with a plan of the proposed Township so that Matenga may see what is being done and save Matenga from entering with further agreements – As Matenga had agreed to lay out this Township we must say we cannot see why this government interfered. Matenga is naturally very incensed about the whole matter [emphasis in the original].[302]

Hemi Matenga's claim to be the 'registered proprietor' of the township site, and to have been the one laying out the original township on the land came as a considerable surprise to the Crown. Up until that point, Crown officials dealing with the township had been dealing solely with Wi Parata. In reply to Hemi Matenga's lawyers, the Assistant Surveyor General stated that 'As he [Hemi Matenga] is not the registered owner in the Block and as Wi Parata said nothing about his being interested in the matter, it was impossible for the Government to know of such interests or make any reference to him.'[303]

The Crown's reply prompted another lengthy letter from Hemi Matenga's lawyers. They admitted that the transfer of the township land from Wi Parata to Hemi Matenga might not yet have been registered, 'because Hemi Matenga has been unable to register his transfer owing to certain formalities having to be complied with.'[304] This appears to be a reference to the delays the brothers faced when the quantities of first-class land in the blocks to be transferred was disputed (this is discussed in detail below). The lawyers noted that the transfer had been 'signed by Wi Parata some 2 or more years ago' but now sat with Wi Parata's lawyers.[305] However,

[302] Adams & Kingdon, Barristers Solicitors and Notary Public, Nelson to S Percy Smith, Surveyor General, 22 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[303] Surveyor General to Adams & Kingdon, Nelson, 25 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[304] Adams & Kingdon, Barristers Solicitors and Notary Public, Nelson to S Percy Smith, Surveyor General, 31 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[305] Adams & Kingdon, Barristers Solicitors and Notary Public, Nelson to S Percy Smith, Surveyor General, 31 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

his lawyers stressed that as far as Hemi Matenga was concerned this was just a formality and the transfer had long since taken effect on the ground. They explained that:

> Hemi Matenga has long been in possession of the land & has had full right to deal with same for a long time and has for several years been collecting the rents of the lands. These facts were well known to all at Waikanae and to all who had any dealings with the block, as well as to Mr Martin the surveyor of Ohau who prepared the plan.
>
> Hemi Matenga has been the owner all this time and has entered into agreements with tenants, & has given the leases, which could not be registered till Matenga registered his transfer. In one instance a man named Priddey has built on his lease and a man named Stansell has a lease.
>
> We may mention that Hemi Matenga is a well-educated half-caste, speaking English fluently, a good business man, and in every way capable of looking after his property and protecting his interests, and he is naturally highly indignant that the Government should in such an arbitrary manner take out of his management and control this Township – the first idea of which emanated from himself.
>
> Hemi Matenga chose the sight [sic] – caused the survey and has throughout been steadily working towards establishing the Township upon his own land and under his own control. Suddenly the Government swoops down and without consulting him takes his land and wrests the whole matter out of his hands.
>
> Hemi Matenga in view of the above facts instructs us to ask you to kindly bring the whole matter under the notice of the Premier with a view to remedying the grievance and handing back the management of the land to the owner who is quite competent to look after it himself.[306]

Hemi Matenga's statements about his role in establishing the independent township, which then became the Parata Native Township, do not sit neatly with the narrative of the township negotiations that emerged from the archival files. Apart from these letters in early 1900, there is not enough evidence to say definitively how much and what involvement Hemi Matenga had in the creation of the township. Nor is it clear how that fitted with Wi Parata's survey of the township and his negotiations with the Crown to bring it under the Native townships regime.

However, as will be shown below, there is strong evidence that Wi Parata intended and did transfer the title of the township site and land around it to Hemi Matenga. This appears to have been put into practical effect, possibly as early as 1896 or early 1897 when the process to give legal effect to this arrangement began. However, as chapter 3 will demonstrate, this did not mean that Wi Parata had severed all ties to the township lands. Both he and Hemi Matenga continued to expect and seek a degree of control over the development of Parata Native

[306] Adams & Kingdon, Barristers Solicitors and Notary Public, Nelson to S Percy Smith, Surveyor General, 31 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt.

Township during their respective lifetimes. This included collecting rents from tenants they had put on the land prior to the auction of Native township leases in September 1900.

The transfer of ownership to Hemi Matenga

A great deal in these letters (and the Crown's responses to them) warrants further examination. The first issue they raise is that of the transfer of the township site from Wi Parata to Hemi Matenga. This transfer was important for several reasons. Firstly, the difficulties encountered by Wi Parata in arranging this transfer to his brother echo those he experienced in trying to formalise leases for his land in Ngarara West C section 23. The ownership of the Native township site, particularly the question of whether a transfer from Wi Parata to his brother Hemi Matenga had occurred and/or was legitimate, was also important because it had a significant impact upon the ability of Hemi Matenga (and later the beneficiaries of his estate) to enjoy the proceeds from the township. This is examined in chapter 3, which discusses the leasing and freeholding of the township after 1900.

As already mentioned at the outset of this chapter, Wi Parata was granted sole ownership to just over 10,358 acres of land by the Native Land Court in 1891.[307] This included Ngarara West C section 41 containing 8,818 acres of mainly hilly land. A small portion (49 acres, 1 rood and 19 perches) of Ngarara West C section 41 would eventually become Parata Native Township.[308] The township land was originally included in a certificate of title containing 3,818 acres for part of Ngarara West C section 41 in the name of Wi Parata dated 8 March 1892. The plan on the title is reproduced as Figure 16 below. The township site is shown as a small rectangular area abutting the railway line.[309]

By October 1897, Wi Parata had succeeded in dividing the block between himself and his brother, Hemi Matenga. On 27 October 1897, Wi Parata signed a transfer conveying just over 453 acres of part of Ngarara West C section 41 to Hemi Matenga.[310] This land was adjacent to the railway and included the Parata Native Township site (see Figure 17 below where the Native township is shown laid out).[311] The transfer from Wi Parata to Hemi Matenga was

[307] Walzl, 2017, Wai 2200, A194, p 550
[308] *NZ Gaz,* No. 69, 17 August 1899, p 1513
[309] WN CT 62/73
[310] Summary of Parata Native Township title by T P Tawhai, 28 June 1966 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt
[311] WN 112/63

registered on the original title on 27 November 1900.[312] A fresh certificate of title was then issued to Wi Parata for the remainder of the land (see Figure 18).[313]

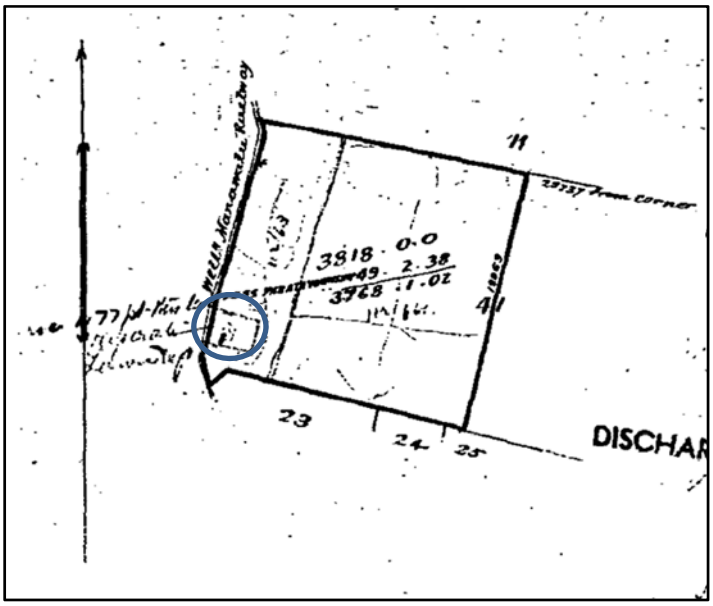

Figure 16: Plan of part Ngarara West C section 41 included in certificate of title to Wi Parata on 8 March 1892, (Parata Native township site is circled)
(Source: WN CT 62/73)

[312] Transfer 37437 on WN 62/73
[313] WN 112/64

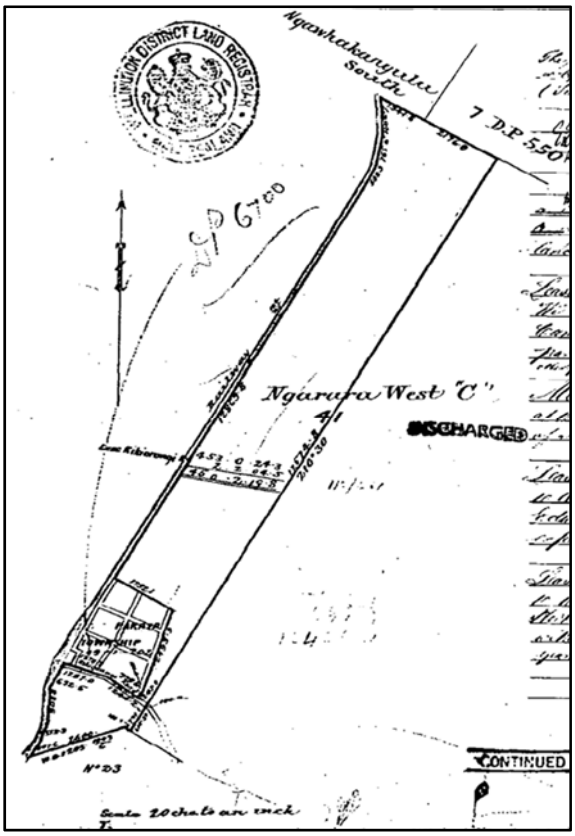

Figure 17: Plan of part Ngarara West C section 41 included in a certificate of title to Hemi Matenga in November 1900 (Native township shown as laid out)
(Source: WN CT 112/63)

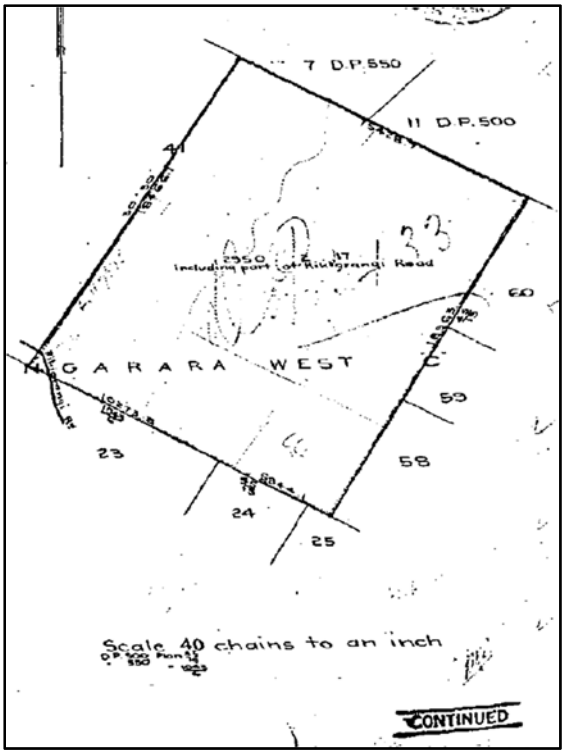

Figure 18: Plan of part Ngarara West C section 41 included in a certificate of title to Wi Parata in November 1900
(Source: WN CT 112/64)

Wi Parata's wish to transfer land to his brother stemmed from dissatisfaction with the Native Land Court's award of land within the Ngarara block. On 21 August 1896, just one month before he first declared to the government that he was having a township surveyed on his land, Wi Parata submitted a petition to the Governor. This was then forwarded to the Native Minister by his lawyers.[314] The petition stated that in 1891 the Native Land Court had granted Wi Parata title to Ngarara West A section 78 (1,190 acres) and Ngarara West C section 41 (8,818 acres). However, the petition alleged that the Court treated his brother Hemi Matenga Waipunahau of Whakapuaka as an absentee, and as a result 'the said Hemi Matenga Waipunahau was adjudged the owner of only a small portion amounting to 40 acres of the said Ngarara Block.' Since that partition of the Ngarara block had been made, Wi Parata was 'desirous of transferring to his said brother two hundred (200) acres of first class land part of section number 78 and eighteen hundred (1,800) acres of third class land part of section number 41.'[315] This was considerably more of Ngarara West C section 41 than Wi Parata was finally able to transfer to Hemi Matenga in October 1897.

Wi Parata faced considerable legal difficulty in alienating more than 640 acres of first class land. As a result, he was unable to transfer all the land he wanted to his brother. Wi Parata was aware he faced such restrictions, ending his petition by asking that the land he wished to transfer to his brother be exempt from section 117 of the Native Land Court Act 1894 to enable him to complete the transfer.[316]

Wi Parata's petition received favourable consideration. On 20 January 1897, an Order in Council was published in the *New Zealand Gazette.* This exempted 200 acres (being part Ngarara West A section 78) and 1,800 acres (being part of Ngarara West C section 41) from section 117 of the Native Land Court Act 1894, 'for the purpose of alienation by way of transfer to Hemi Matenga Waipunahau.' The exemption was granted on the condition 'that such lands, after being transferred to the said Hemi Matenga Waipunahau, shall be inalienable by him otherwise than by will or by lease for any term not exceeding twenty-one years.'[317] This proviso

[314] Moorhouse and Hadfield, Wellington to the Native Minister, 21 August 1896 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[315] Petition of Wi Parata Kakakura, 21 August 1896 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[316] Petition of Wi Parata Kakakura, 21 August 1896 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[317] Gazette notice excepting land from operation of section 117 of the Native Land Court Act 1894, 20 January 1897 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt

was added because officials were concerned that there would be nothing to stop Hemi Matenga 'from transferring it to a third person – possibly a Pakeha.'[318]

At first glance, this appeared to enable Wi Parata to transfer the land to his brother. But the reality turned out to be far less straightforward. There were still several formalities to go through before the transfer could be completed. These included obtaining a confirmation of alienation order. To obtain such an order Wi Parata needed to produce a declaration showing that he had sufficient other land for his maintenance, and before that could be ascertained the amount of first, second and third-class land in the portion he wished to transfer had to be assessed.[319]

The process began on 21 August 1897 when Henry Lowe, the Assistant Surveyor for the Department of Lands and Survey, was instructed to proceed to Waikanae:

> for the purpose of valuing and classifying the above land [Pt. of subdivision 41, Ngarara West Block, 1,800 acres] in terms of Section 32 of the Native Land Laws Amendment Act 1896. [,] which provides for classifying lands in a similar manner to that done under Section 118[sic] of the Land Act 1892. Which in practice really means that land fit for settlement in areas of 640 acres and under is to be classed as first-class, and over that area and up to 2000 acres as second-class land.'[320]

He was to 'make a careful examination and report on the block, bringing out the area, value, character & classification of each portion illustrated by a tracing.' He was also required to make a declaration of his findings on the form enclosed.[321] Lowe reported that virtually the whole of the 1,800 acres of Ngarara West C section 41 that Wi Parata hoped to transfer to Hemi Matenga was first-class land (including what would become Parata Native Township) – far more than the 640-acre limit set by the legislation. Lowe provided a tracing of the whole of Ngarara West C section 41 block (reproduced below as Figure 19).

[318] Notes from C Waldergrave, Under-secretary of Lands, 26 August 1896 and 12 January 1897 on cover page of Moorhouse and Hadfield, Wellington to the Native Minister, 21 August 1896 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[319] Moorhouse and Hadfield, Solicitors, Wellington to J W A Marchant, Commissioner of Crown Lands, 16 August 1897 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[320] Chief Surveyor to Assistant Surveyor, Wellington, 21 August 1897 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[321] Chief Surveyor to Assistant Surveyor, Wellington, 21 August 1897 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt

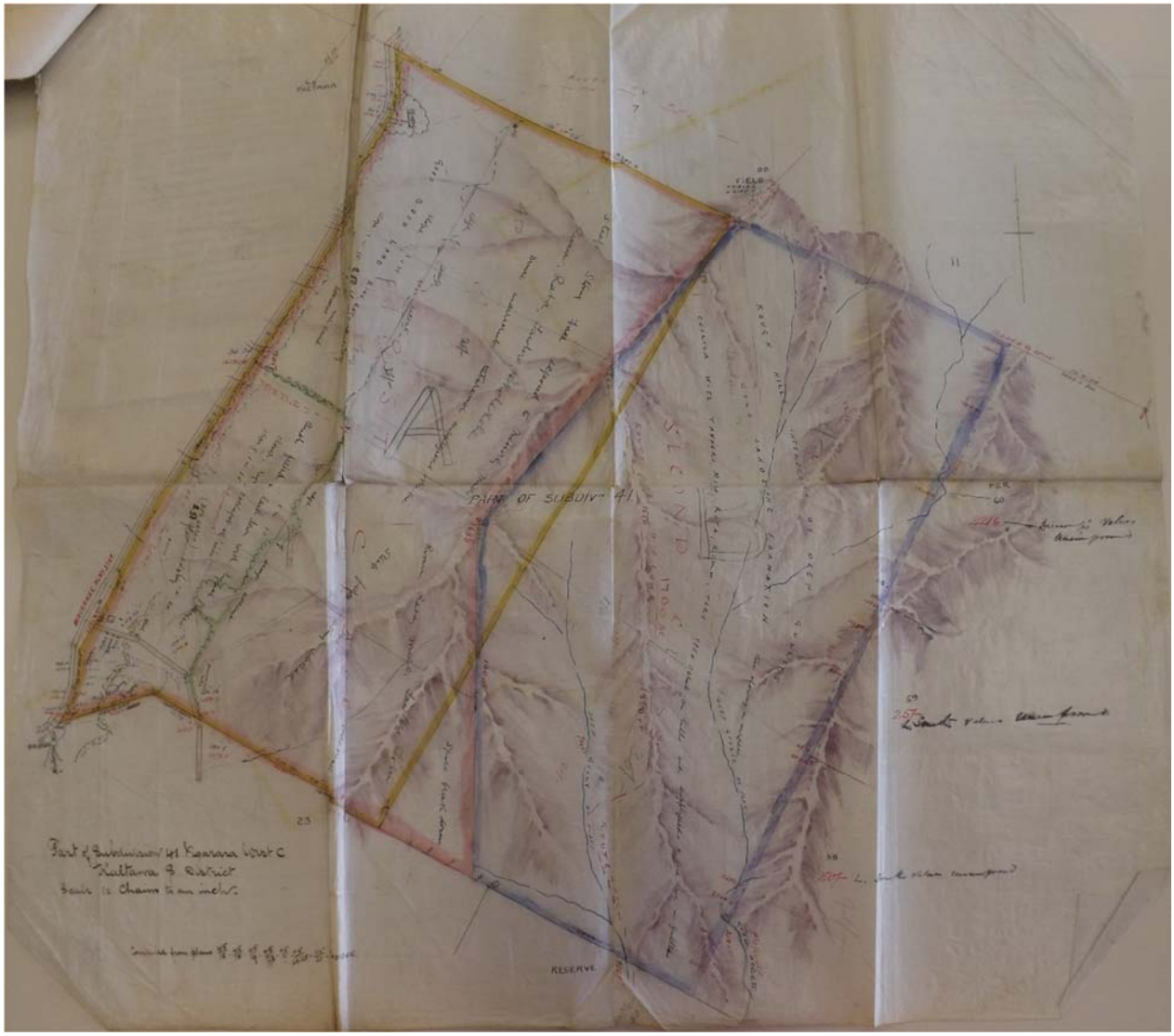

Figure 19: Tracing of Ngarara West C Section 41, with the area that Wi Parata intended to transfer to Hemi Matenga bordered yellow/orange, August 1897
(Source: ACGS 16211 J1 636/s 1900/267, ANZ Wgt)

The area bordered in yellow/orange in the figure above shows the 1,800-acre portion that Wi Parata wanted to transfer to his brother.[322] Almost all of this is contained in the area bordered in pink and marked as 'A.' Lowe described this areas as agricultural and pastoral land and classified it as first-class land suitable for subdivision into areas of 640 acres or less. The balance (810 acres) is marked as 'B' on the tracing in Figure 19. Lowe designated this 'second class land because it comprises rough and broken inaccessible forest country … suitable only

[322] This is not explicitly stated in either of Lowe's declarations, but it is clearly the same area shown as 1,800 acres pt section 41 Ngarara West C in a sketch plan attached to a letter on the matter from Moorhouse & Hadfield, Barristers and Solicitors, Wellington to J A Marchant, Commissioner of Crown Lands, 16 August 1897 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt. Marchant confirmed that this was the case in a note to this effect to the Land Board, dated 27 August 1898 written on the bottom of Moorhouse & Hadfield to J A Marchant, Commissioner of Crown lands, 26 August 1897 also in ACGS 16211 J1 636/s 1900/267, ANZ Wgt

for pastoral purposes, and for subdivision into areas over 640 acres each.'[323] This assessment was very different from the statement Wi Parata made in his petition, where he said that the land in Ngarara West C section 41 he wished to transfer to Hemi Matenga was all third-class land.[324]

Lowe made extensive annotations on this tracing. In particular, he showed the area that later became Parata Native Township as cleared of bush and sown in 'English grasses' such as clover and cocksfoot (see Figure 20 below). A house, a larger building, school and a couple of other buildings are shown on the township site itself, with a store, mill and shed on the other side of Reikorangi Road. As discussed earlier in this chapter, this is consistent with what we know about settlement on the eastern side of the railway line at this time.

[323] Handwritten declaration of H J Lowe in matter of the Land Act 1892 and part section 41 Ngarara West [C] Block, 26 August 1897. Also see typed declaration of H J Lowe in matter of the Land Act 1892 and part section 41 Ngarara West [C] Block, n/d [c. August 1897] both in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[324] Petition of Wi Parata Kakakura, 21 August 1896 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt

Figure 20: Details from tracing of Ngarara West C Section 41, showing the area later partly occupied by Parata Native Township, August 1897
(Source: ACGS 16211 J1 636/s 1900/267, ANZ Wgt)

Lowe's assessment was considered at a meeting of the Land Board on 26 August 1897. Amongst the board members was W H (William Hughes) Field, Member of Parliament for Ōtaki and an ally of Wi Parata's (their relationship at this time is discussed in chapter 6 of this report). When the Commissioner of Crown Lands moved that Lowe's classifications be adopted, Field moved that the whole section be classified as second-class land. However, this motion was lost on a vote and Lowe's classifications were adopted.[325] Hadfield, Wi Parata's lawyer, then 'asked that the portion next the Railway Line be classified & he was requested to put in an application in writing.'[326] Hadfield, on behalf of Wi Parata, was required to pay the cost of Lowe's initial classification, namely £4 8s 0d.[327]

[325] Minute of Land Board, 26 August 1897 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[326] Minute of Land Board, 26 August 1897 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[327] Commissioner of Crown Lands to Moorhouse & Hadfield, Wellington, 16 September 1897 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt

The application for classification of the portion next to the railway line was dealt with by the Land Board on 28 October 1897. Hadfield appeared for Wi Parata and withdrew this application.[328] The transfer from Wi Parata to Hemi Matenga was signed the day before on 27 October, suggesting that Wi Parata had abandoned his attempt to get through the impasse over the classification of the land, which would have allowed him to transfer the full area of land he had hoped to give to Hemi Matenga.[329] The matter may simply have become too costly and time consuming to pursue, particularly when he was in the process of having an independent township surveyed.

The matter was taken up again in January 1900 after Parata Native Township had been gazetted but before the leasehold sections had gone to auction. This time it was Hemi Matenga who pursued the issue of a transfer of the full amount of land. He suffered similar frustrations as those experienced by Wi Parata. On 10 January 1900, Hemi Matenga wrote to the Commissioner of Crown Lands saying:

> My brother Wi Parata has transferred to me 640 acres of the land belonging to me through my mother deceased. He wishes to transfer to me the balance of my share, amounting to 2,000 acres, but is debarred from doing so through the classification by the Land Board. I have the honour to ask that your board will do me the kindness to reconsider the classification of this block. It is my intention when I have obtained the title to cut up the land and lease it.[330]

He wrote again to the Native Minister on 7 February 1900, this time he stated that the total area of land he expected to receive from his brother was 2,640 acres. This was the 2,000 acres in the 1897 Order in Council (part of sections 41 and 76 of Ngarara West C) and an additional 640 acres he had already received from Wi Parata (see his 10 January 1900 letter quoted immediately above). He planned to offer the land for lease, 'but as the land is rough bush land it is necessary to offer favourable terms so as to induce a good class of tenants who are more likely to take up the land if the terms are liberal.' Therefore, he asked the government to allow him to offer 42-year leases (not the 21 years specified in the 1897 Order in Council). To reassure the Crown Hemi Matenga indicated that he would be happy to provide a full outline of the terms and conditions of the leases for the governments' approval.[331] The Under-Secretary

[328] Note from Land Board, 28 October 1897 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[329] Summary of Parata Native Township title by T P Tawhai, 28 June 1966 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt
[330] Hemi Matenga to the Commissioner of Crown Lands, 10 January 1900 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[331] Hemi Matenga to the Native Minister, 7 February 1900 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt

of Lands, Charles Waldergrave, advised the Native Minister against allowing an extended term of lease, but did not give a reason for his advice.[332]

Hemi Matenga's request for the classification of Ngarara West C section 41 land was referred to the Land Board. They noted that the land had been classified in August 1897 but would consider the matter at their next meeting.[333] On 1 March 1900, the Land Board again deferred the matter.[334] On 26 April 1900, the Land Board 'resolved to request a legal opinion as to the definition of the meaning of 1st, 2nd & 3rd class land referred to in section 32 of the Native Land Laws Amendment Act 1896.'[335] It is unclear from the available sources whether this legal opinion was obtained, but a transfer of the land from Wi Parata to Hemi Matenga was finally registered on the title on 27 November 1900.[336]

The resulting title issued to Hemi Matenga for part of Ngarara West C section 41 contained only about 453 acres (including the site of Parata Native Township).[337] The fact that this was under the 640-acre threshold for first-class land indicates that Wi Parata found no way around the restrictions. It was considerably less than the 1,800 acres of section 41 that Wi Parata had hoped to give Hemi Matenga. The inability of Wi Parata to do what he considered was right to restore the balance between the brothers that had been disturbed by the Native Land Court's title determination must have been keenly felt.

The Crown's response to the issue of ownership

We have examined the transfer of the township site from Wi Parata to Hemi Matenga, its unsatisfactory outcome, and some of the difficulties encountered by the two brothers in that process. We now consider how the Crown responded to Hemi Matenga's claims to ownership of the township in January 1900 (some months before the transfer was finally registered). This is important as the evidence suggests that there was an opportunity to put the final steps in establishing Parata Native Township on hold until this transfer was completed, thus ensuring

[332] Note from C Waldergrave, Under-secretary of Lands to the Native Minister, 22 March 1900 on the cover of Order in Council exempting pt secs 78 & 41 Ngarara West C from section 117 of the Native Land Court Act 1894 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[333] Note from Land Board, 1 February 1900 & Commissioner of Crown Lands to Hemi Matenga, 7 February 1900, both in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[334] Note from Land Board, 1 March 1900 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[335] Note from Land Board, 26 April 1900 in ACGS 16211 J1 636/s 1900/267, ANZ Wgt
[336] Transfer No. 37437 on WN CT 62/73
[337] WN CT 112/63

that all parties were clear about who held title to the land, and therefore who the beneficial owner of the township was.

When Hemi Matenga initially declared that he was the owner of the township site in January 1900 the Surveyor General refused to cancel the Native township gazettal. He informed Hemi Matenga and Wi Parata that the effect of the proclamation was that the land had ceased to be Native land. Therefore, the issue of the ownership of the township land amounted to one of beneficial ownership, which was simply a matter for the Native Land Court to decide:

> In reply I have to say that this township has been proclaimed under the Native Townships Act, and is therefore no longer native land. The ownership of it merely involves the question of whom the rent should be paid. This will be ascertained in due course. It is proposed therefore, to proceed in the usual way and register the plan and then offer the Township for lease, leaving it to the Court to decide who are the owners entitled to receive the rents.[338]

However, an internal letter from the Surveyor General to the Minister of Lands admitted that 'the map [of the township] has not yet been registered in the District Registry Office and therefore the proclamation could, I think, be revoked under Section 23 of the Act.' But the Surveyor General did not think that should be done 'after the expense and trouble that has been gone to in the matter' and the plan had been exhibited, no objections were received and they were ready to offer it for lease.[339]

Hemi Matenga's protests raised questions about whether himself or Wi Parata was the owner of the township land, and whether himself or Wi Parata was the one having an independent township surveyed off. The Crown's response to Hemi Matenga's version of events was technically correct, in that at the time (January 1900) title to the township site was still held by Wi Parata. As Hemi Matenga's lawyers admitted, although a transfer had been drafted, it had not yet been registered. But given this pending transfer, and Hemi Matenga's contention that the change in ownership of the township lands was already in effect on the ground for some time, the Crown could and should have at least contacted Wi Parata to clarify these claims, and confirm his intentions regarding finalising the transfer.

The township files located during research conducted for this report contain no indication that this was done. The Crown should then have given serious thought to delaying the final steps in

[338] Survey General to Hemi Matenga and Wi Parata, 15 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[339] Survey General to the Minister of Lands, 12 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

constituting the Native township until the transfer from Wi Parata to Hemi Matenga was completed and registered, or otherwise resolved. As we will see in chapter 3, its failure to do so sowed confusion and problems for the future and impacted how Māori could control and benefit from the township. Instead, the Crown hastened those final steps in constituting Parata Native Township to make certain that Hemi Matenga's protests could not derail plans to put the leases for township sections up for public auction, and to avoid the inconvenience and cost such a delay could entail.

On 24 January 1900, the day before they replied to Hemi Matenga's lawyers, the Surveyor General noted that 'it has come to my knowledge that a certain native [Hemi Matenga] is endeavouring to prevent the constitution of the township by lodging a caveat against the title.'[340] As a result, the Chief Surveyor was instructed to deposit the Native township plan as soon as possible in order to quickly complete the constitution of the Native township (which vested the land in the Crown under section 10 of the Native Townships Act 1895).[341] The Surveyor General saw this as an insurance measure, reasoning that 'the Act is mandatory, and if it has been complied with, the township has been constituted, and the title has apparently passed to the Queen by virtue of section 10 of the Act. This being so, it is not seen how the caveat can affect the case.'[342] The plan was deposited with the District Land Registrar on 26 January 1900.[343]

The Crown took this step before they received the information they had requested from Hemi Matenga's lawyers about his status as the owner of the township lands and details of his leases with settlers living on the land. On 31 January 1900, this information was supplied, with the lawyers stating that Hemi Matenga's ownership had long been given practical effect but was not yet formalised in law, and as a result the leases had not yet been registered.[344] This letter was finally acknowledged on 10 March 1900.

[340] Surveyor General to the Chief Surveyor, Wellington, 24 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[341] Surveyor General to the Chief Surveyor, Wellington, 24 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[342] Surveyor General to the Chief Surveyor, Wellington, 24 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[343] Chief Surveyor to Surveyor General, 26 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[344] Adams & Kingdon, Barristers Solicitors and Notary Public, Nelson to S Percy Smith, Surveyor General, 31 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

At the same time, the Under-Secretary for Lands approached the District Land Registrar about the caveat lodged by Hemi Matenga against the disposal of Parata Native Township at Waikanae. He asked the registrar for his opinion on the effect of the caveat: 'Will you kindly state if you consider this caveat over-rides the terms of the Statute and if, in your opinion, it in the meantime prevents the land being disposed of and titles issued to the lessees.'[345] The registrar assured him that the caveat could have no effect and the way was clear for the Crown to register the leases. He noted that 'a caveat was lodged by Hemi Matenga, which included the site of this Township. I understand however that it was not intended to affect it'. The registrar continued:

> However that may be, the Plan was deposited here on 7th February and the certificate of Title cancelled accordingly. The way is therefore clear for the registration of leases by the Crown.
>
> In my opinion the District Land Registrar could not object to the deposit of the Plan and the deposit operated at once to vest the land in the Crown.[346]

This opinion seemed to end the matter as far as the Crown was concerned. By April 1900, preparations were underway to put the leasehold sections of the township up for public auction.[347]

Hemi Matenga's concerns about loss of control

Hemi Matenga considered that he was the owner of the township lands with all the rights to control, use, manage and dispose of his property that this entailed. He considered that these rights had been usurped by the Crown when it proclaimed the land to be a Native township. This is most clearly expressed in the letters written on his behalf by his lawyers. They stated, 'that the action of the government in doing this [proclaiming the Native township] is not [illeg] & a most unwarrantable interference with the liberty of this subject.' He was particularly concerned that the township had been proclaimed 'without any reference to him' and without any consultation with him.[348] His lawyers described Hemi Matenga as 'naturally highly indignant that the Government should in such an arbitrary manner take out of his management and control this Township – the first idea of which emanated from himself.'[349] They

[345] J Bannon, Under-secretary of Lands to the District Land Registrar, Wellington, 10 March 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[346] W Smart, District Land Registrar, Wellington to the Under-secretary of Lands, 19 March 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[347] Commissioner of Crown Lands to the Surveyor General, 7 April 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[348] Adams & Kingdon, Barristers Solicitors and Notary Public, Nelson to S Percy Smith, Surveyor General, 22 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[349] Adams & Kingdon, Barristers Solicitors and Notary Public, Nelson to S Percy Smith, Surveyor General, 31 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

emphasised to the Surveyor General that the Crown taking control in this way was unnecessary as 'Hemi Matenga is a well-educated half-caste, speaking English fluently, a good business man, and in every way capable of looking after his property and protecting his interests.'[350] Given all these circumstances, Hemi Matenga considered that the only remedy for his concerns was for the whole matter to be referred to Premier Seddon so that 'the management of the land' could be handed back to Hemi Matenga and he could run the township himself.[351]

The Crown's response to the issue of control

Crown officials made no response to Hemi Matenga's calls for the control and management of Parata Native Township lands to be returned to him, and there is no evidence that the matter was referred to the Premier as Hemi Matenga requested. In large part, this flowed from the Crown's understanding that Wi Parata remained the owner of the township site (which he technically did until the transfer was registered in November 1900), and that it was Wi Parata who had laid out the initial township, and it was with him the Crown had been negotiating.[352]

This, and the need to be certain that the caveat Hemi Matenga had lodged on the title to the land would not be able to stop or delay the Native township, contributed to the Crown's failure to investigate the ownership of the township land. Hemi Matenga's expectation that he should remain in control of the township land and be able to deal with the lands as he saw fit without the interference of the government, rested of course on his assertion of ownership. Because the Crown saw no need to pause and allow the transfer from Wi Parata to Hemi Matenga to be resolved, they also inevitably failed to address Hemi Matenga's protest that his right to control his land had been disregarded by the Crown.

2.3.4 Attempts to meet Wi Parata's expectations

By mid-December 1899, Wi Parata was expressing concern about the delay in getting Parata Native Township up and running, and asking when the sale of leases would take place.[353] No

[350]Adams & Kingdon, Barristers Solicitors and Notary Public, Nelson to S Percy Smith, Surveyor General, 31 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[351]Adams & Kingdon, Barristers Solicitors and Notary Public, Nelson to S Percy Smith, Surveyor General, 31 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[352] Assistant Surveyor General to Adams & Kingdon, Barristers Solicitors and Notary Public, Nelson, 25 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[353] J W A Marchant, Commissioner of Crown Lands to Mr Bann, 15 December 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

response to his letter has been located. Probably because of the opposition from Hemi Matenga discussed above, a draft sale poster was not completed until April 1900. The poster included a description of the township, a schedule of the sections to be leased and a copy of the township plan.[354] By the end of July 1900, plans of the township had still not been printed.[355] Further delays occurred between April and September 1900. In particular, there were delays as Crown officials attempted to meet Wi Parata's expectations that he would retain considerable control over the Native township. As we have seen, he had asked that those taking up leases in Parata Native Township be required to build substantial homes. There had also been an agreement that Wi Parata would have a considerable say in how certain pre-existing lease arrangements he had made with Europeans would be handled. The limited success of Crown attempts to resolve these issues highlights the inflexibility of the Native townships legislation. Efforts to meet Wi Parata's expectations also reveal very different understandings about who would have control of the township in the future.

These different views about how much control Wi Parata should have over Parata Native Township now that it had been proclaimed came into sharp focus when Crown officials attempted to meet Wi Parata's expectation that houses built on township sections must consist of six or more rooms. In April 1900, the Under-Secretary for Lands asked the Solicitor General whether the prescribed form of lease could be modified to include those conditions (the form of the lease was set out in Clause 4 of Regulations to Native Townships Act 1895 gazetted in February 1896). He also asked if the Solicitor-General would approve the modifications and send wording to be inserted into the lease and the conditions of the lease on the auction poster.[356]

No reply was made to the Surveyor General's request, but it is clear from the finalised auction poster that the modifications were not included in the conditions of the leases being offered. Wi Parata may have been setting an unrealistically high bar for lessees, but he did have a right to be told if the government had rejected his wishes, and to have an explanation for that. There are no signs in the available sources that he was ever told that his wishes could not or would

[354] Commissioner of Crown Lands to the Surveyor General, 7 April 1900 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[355] W H Cruickshank, Waikanae, to District Land and Survey Office, Wellington, 30 July 1900 and Commissioner of Crown Lands to W H Cruickshank, Waikanae, 4 August 1900, both in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[356] A Bannon, Under-secretary of Lands to the Solicitor General, 19 April 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt. *NZ Gazette,* No. 10, 17 February 1896, pp 275-277

not be complied with. In the absence of word to the contrary, it would not have been unreasonable for Wi Parata to believe that his wishes would be complied with.

The government had a very different view of how much influence Wi Parata, as the sole acknowledged beneficial owner of the township, should have now that the township had come under the Native Townships regime. Premier Seddon wrote to the Surveyor General on 4 May 1900 asking why there had been a delay in opening the township to selection. Once the situation was explained to Seddon by officials, Seddon responded by saying 'Mr Wi Parata after handing over the land ceased to have any say as to conditions the latter condition is [a] good one.'[357] The firmness of this response indicates that it was envisaged that Wi Parata had ceded all control over the township and the land on which it now sat.

Resolving issues around existing leases proved time consuming. To some degree this was because the Native township had not been placed over a blank, unoccupied piece of land but encompassed existing leases and gifts of land between Wi Parata and Hemi Matenga and various settlers and institutions. This is symptomatic of the lack of fit between the intention and purpose of the Native Townships Act 1895 and this case, something that officials had concerns about as early as 1896/97. This situation was further complicated by the as yet unofficial transfer of the ownership of the land from Wi Parata to Hemi Matenga. Closely related were tensions between government understandings about how the Native township would work and Wi Parata and Hemi Matenga's expectations that they would retain considerable control over the development, use and alienation of the township.

The matter of Henry Priddey's lease was only slowly resolved. At the meeting between Wi Parata and the Chief Surveyor on 22 May 1899, it had been agreed that the buildings belonging to Henry Priddey, that were now in the way of the township street, would be moved back onto section 5. Priddey himself had pointed this situation out to officials as far back as August 1897. The registrar of the Native Land Court at Wellington had noted that Wi Parata and Henry Priddey had signed a lease on 10 March 1896 for a term of 15 years at an annual rent of £5. It

[357] Premier Richard Seddon to the Surveyor General, 4 May 1900 with annotations 5 & 7 May 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

was lodged with the Native Land Court on 3 March 1897 and the Court issued a certificate of confirmation of lease on 16 June 1897.[358]

By August 1900 (only a month before the leases went up for auction) nothing further had been done to relocate Priddey's buildings. After considerable correspondence between Priddey, his lawyer and the Commissioner of Crown Lands, the matter was placed before the Surveyor General. The commissioner informed him that he had asked Wi Parata if it would be acceptable for Priddey to move to section 5 at the upset rental of £2 10s 0d per annum.[359] The Commissioner proposed that the section would be withdrawn from auction so that Priddey's existing lease could continue. He considered that if this was not done Priddey's situation could threaten the opening up of the township.[360] This seemed to be the simplest solution to the problem, however the Under-Secretary of Lands then pointed out that this could not be done because under the Native Townships Act 1895 'every lease shall be offered either by public auction or public tender.'[361]

To complicate matters further, Priddey wrote to Adams & Kingdon (Hemi Matenga's lawyers) about the matter. They replied that 'Hemi Matenga, will agree, provided you cancel your present lease, to sell you the corner quarter acre section for £15 cash upon his getting his title to the land completed.'[362] This suggests that Priddey recognised Hemi Matenga's status as owner of the township land, and that Hemi Matenga considered that he retained the right to dispose of the land as he saw fit through sale or lease, even though it had now come under the Native townships legislation.

Meanwhile, the government continued to deal with Wi Parata, who was at that point still the sole legally recognised owner of the township land. On 20 August 1900, Wi Parata informed the Commissioner of Crown Lands that he would be happy for Priddey to lease section 5 as

[358] File note by Registrar of the Native Land Court, Welington in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[359] Stafford, Treadwell & Field, Wellington to the Commissioner of Crown Lands, 3 August 1900; Commissioner of Crown Lands to Stafford, Treadwell & Field, Wellington, 9 August 1900; H Priddey, Waikanae to J W A Marchant, 7 August 1900; Stafford, Treadwell & Field, Wellington to the Commissioner of Crown Lands, 13 August 1900, all in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt; and H Priddey, Waikanae to J T Duncan, 16 August 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[360] Commissioner of Crown Lands to the Surveyor General, 21 August 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[361] Under-secretary of Lands to the Commissioner of Crown Lands, 31 August 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[362] Adams and Kingdon, Solicitors to H Priddey, 3 July 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

long as he made no claims for the cost of removing his buildings and kept them in good repair on the new section.[363] Priddey eventually accepted this offer and in early October 1900 he moved his buildings onto section 5 and indicated that he was willing for the section to go to competitive auction.[364] The lease for the section was put up for public auction on 26 March 1901.[365] Later schedules of the township sections show that Priddey was successful in obtaining the lease and remained on the section until he obtained the freehold for it in 1923.[366]

This solved the practical problem facing Priddey and the issue no longer had the potential to derail the Crown's plans to auction the leases. But by September 1900, Priddey was expressing confusion about just who he should pay his rents to and who was in control of the township lands. He had been dealing with both Wi Parata, who leased him the land in 1896 and more recently with Hemi Matenga, and was obviously aware that the government was responsible for the auctioning of the leases. On 21 September 1900, (10 days after the public auction of the leasehold sections) Priddey wrote to the Commissioner of Crown Lands explaining:

> I am at a loss to know about the payment of my rent for the future. I have not had any notice from Mr Matenga brother of Mr Wi Parata, to tell me the rent is due perhaps I have to pay it to the Government same as section holders in Township could you inform me in any way if so humbly oblige.[367]

On 1 October 1900, Priddey wrote again seeking an answer to the question of who he should pay rent to as he had not heard anything.[368] Some correspondence after this in the file is now so faded it is illegible – so he may have eventually received an answer to his question.

The completion of the final technical requirements of the township survey may also have been responsible for some of the delay in bringing Parata Native Township leasehold sections onto the market. By mid-July 1900 the surveyor, Mr Martin, had still not filed all the records of his survey. On 16 July 1900, the Chief Surveyor reminded Martin to supply the field notes for the survey. Neither had the Chief Surveyor received the traverse of the internal boundaries of the

[363] Wi Parata to J W A Marchant, Commissioner of Crown Lands, 20 August 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[364] J W A Marchant, Commissioner of Crown Lands to the Surveyor General, 3 October 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[365] Poster advertising auction of section 5 Blk V Parata Native Township to be held on 26 March 1901 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[366] Transfer No. 152095. Certificate of title issued to Priddey for section 5 on 13 April 1923 (WN CT 300/76)
[367] H Priddey, Waikanae to the Commissioner of Crown Lands, 21 September 1900 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[368] H Priddey, Waikanae to F A Manchant, 1 October 1900 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

township.[369] A file note about this matter pointed out that 'consequently until these have been received the plan cannot be approved.'[370] Martin forwarded the traverse and field notes on 31 July 1900.[371] After further checking the plan was ready for approval on 25 August 1900.[372] It was approved by the Chief Surveyor on 7 September 1900, just four days before the auction of leases. [373]

2.4 Conclusion

The Native Townships Act 1895 and its amendments allowed the Crown to take up to 500 acres of Māori land and proclaim it a Native township without the consent of the Māori owners. Previous Tribunal research and Tribunal reports have commented on this strong element of compulsion, and on the fact that the legislation contained no provision for Māori to object to the layout of the township (except in relation to Native allotments) or to have any role in its ongoing management. This is particularly relevant to Parata Native Township where issues of consent, ownership and control were paramount for the owners Wi Parata and Hemi Matenga.

Sustained and intensive pressure from settlers at Waikanae played a significant role in the Crown's decision to proclaim part of Ngarara West C section 41 a Native township on 17 August 1899. Settler pressure was also the principal reason why Wi Parata employed a surveyor in August 1896 to layout an independent township on the site. Wi Parata informed Crown officials of his intention to set out a township. He stated that he heard the settlers were about to negotiate with the government for a township at Waikanae, and so had instructed his surveyor to cut out a township. Wi Parata hoped this would stop any steps by the government to establish a Native township on his land and would be met with the government's approval.

Wi Parata's letter to the Minister of Lands came just days before Henry Walton and other settlers at Waikanae petitioned the government to establish a Native township under the Native Townships Act 1895. As early as October 1896 Crown officials were aware of, and noted, Wi Parata's opposition to the government establishing a Native township on his land. Therefore,

[369] Chief Surveyor to R B Martin, Surveyor, Khandallah, 16 July 1900 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[370] Undated & unsigned file note re: R B Martin survey, c. July 1900 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[371] R B Martin, Surveyor, Khandallah to the Chief Surveyor, Wellington, 31 July 1900 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[372] File noted of C Adams, 25 August 1900 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[373] Approval of Chief Surveyor (stamped & signed), 7 September 1900 on file notes in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

Wi Parata was in a situation where he felt he had little choice but to create his own township, hoping it would satisfy settler demand for small sections and therefore stave off the Crown, who was being asked to use its powers to declare a Native township on his land.

By this time there was already a nucleus of European settlement forming on and around the township site, which was on the eastern (hill side) of the railway line. Wi Parata had been awarded the whole of section 41 by the Native Land Court in 1891, and a certificate of title had been issued to him for it the following year. By about 1896 the flat land at the railway end of the section was cleared of bush and sown in grass. There was a scattering of settler homes and businesses as well as a public school and church, and it was Wi Parata who enabled such settlement, leasing pieces of land in the block, including on what would become the site of the township.

The wider district was beginning to be opened up to more intensive European settlement with Wi Parata and others selling more remote and rugged hill country blocks behind the township to the Crown, and settlers beginning to clear and farm the area. Meanwhile, since 1886 when the railway through Waikanae had opened (with the cooperation of Te Ātiawa/Ngāti Awa ki Kapiti who gifted land for the line and station) Te Ātiawa/Ngāti Awa ki Kapiti had been living around their marae, Whakarongotai, on the western (seaward) side of the railway line. Taken together, this indicates that Wi Parata had a clear strategy for retaining and benefiting from his land in the Ngarara West block. This involved fostering the economic and social development of Waikanae and its hinterland. Therefore, the benefits of a commercial and residential hub appealed to Wi Parata, but if pressure for a Native township had not been so intense, he may have chosen to continue to lease portions of his land and allow a township to develop organically, or not, as economic and social conditions dictated.

The fact that the district around what became Parata Native Township was well on its way to being opened up for European settlement (and by the mid-1890s was connected to the wider Wellington and lower North Island by twice-daily train and postal services) is important. It is relevant to the question of whether the Crown's use of the Native Townships Act 1895 in this case fitted the purpose and intent of the legislation. As early as September 1896 the Surveyor General raised doubts about this. Referring to the Act's preamble he noted that it 'was never meant to apply to lands in the very centre of European settlement.' The Act's title and preamble made it clear that it was a measure intended to open up and promote European settlement in

remote areas of the interior of the North Island. Waikanae simply did not fit that description. In September 1898, the Minister of Lands made a critical admission that the township site was not sufficiently remote from close settlement to warrant it being dealt with under the provisions of the Native Townships Act 1895 without Wi Parata's consent. Although the Crown knew it was applying the legislation in a situation where it was not warranted, it pressed on with plans to gain Wi Parata's consent to his already surveyed township coming under the Native townships regime.

At first, Wi Parata's strategy of providing township lands for settlers himself seemed to be working. Initially, Crown officials admitted there was nothing at all in the law to stop him from using his land in this way. It was envisaged that the Crown would simply check and authorise the survey plans. Officials seemed to be signalling their support to Wi Parata, replying promptly to his letters informing the government of progress with surveying the township and providing Wi Parata with copies of the settlers' petition for a Native township he had requested, so that he could approach those seeking land and arrange for them to take up sections in his township once completed. There were, to Wi Parata, worrying indications that the Crown would compulsorily lay out a Native township on part of Ngarara West C section 23, which he also owned. However, officials abandoned this proposal, asured that the township Wi Parata was already laying out on section 41 would meet settler demand for land. The Crown seemed, at least up until September 1898, willing to wait for Wi Parata to complete his township plan.

The question of why the Crown did not simply wait and allow Wi Parata to have the survey completed and the township put on the market for leasing and/or freeholding without becoming a Native township under the 1895 legislation remains. The Crown knew that the survey of Wi Parata's township was close to being completed. They had received a draft plan from his surveyor in early September 1897, and on 26 August 1898 Wi Parata informed the Minister of Lands that he hoped a more detailed plan would be ready very shortly for the Minister's approval. Therefore, the Crown did not change its position because it doubted whether Wi Parata would follow through with his plans. Those doubts were not raised until 29 December 1898, well after John McKenzie, the Minister of Lands, admitted on 13 September 1898 that the Crown planned to persuade Wi Parata to cede land for a Native township. The following month in November 1898, the Crown began to examine the township site to see if a Native township there would be economically viable.

Something changed, however, in the month between August and September 1898. The available sources give no explanation for this change, but the answer may lie in meetings between Premier Seddon and/or Seddon and McKenzie, and settlers pushing for a Native township at Waikanae. The first of these meetings appears to have taken place in June 1898, but another was held on 19 August that year. On 22 August, McKenzie expressed the view that it would be 'advisable to take active steps' to secure land for a township for the settlers. About a week later, Wi Parata also met with Seddon about 'the Waikanae township.' Unfortunately, nothing further has been discovered about what was said in these meetings, so it is difficult to judge what influence Seddon had over the Crown's determination to press on with a Native township and to persuade Wi Parata to bring his township under the Act.

What is clear is that while Seddon's views may have influenced the Crown's September 1898 decision not to wait for Wi Parata to complete his township, Wi Parata himself had not yet made the decision to abandon the idea of an independent township that he would own and control. Even in January 1899, when the Crown finally asked him to consider bringing his township under the Native townships regime, Wi Parata sought further discussions with Seddon before he made his decision. Again, what passed between Seddon and Wi Parata is not known. It was not until May 1899 that Wi Parata gave his assent, the five months he took to make that final decision suggests that it was not made lightly and it is possible that he did so reluctantly.

The Minister of Lands' comments in September 1898 that all that was required to obtain Wi Parata's assent was 'a little conciliatory forbearance'; Seddon's previous strong advocacy and support for the Native townships scheme, and the significant pressure from settlers for a Native township (many of whom Wi Parata was trying to persuade of the merits of his own township) all raise questions about how much pressure was placed on Wi Parata to let go of his township and allow it to be taken under the Native Townships Act. It also raises the issue of whether Wi Parata's consent, which the Minister of Lands had determined was required, can be said to have been given willingly.

The matter of the ownership of Parata Native Township lands first came to the Crown's attention on 10 January 1900 when Hemi Matenga wrote to the Surveyor General asserting that he was the 'registered proprietor' of the township lands by way of a transfer from his brother Wi Parata. He also expressed his indignation at the Crown taking control of his land by proclaiming a Native township without consulting him. The transfer of the township site and

other land in Ngarara West C section 41 and Ngarara West A section 78 seems to have been agreed in principle between the two brothers as early as 1897. Delays, largely caused by the restrictions on alienation, meant that the transfer had not been registered when Hemi Matenga raised his objections in January 1900. The transfer was finally registered in November 1900 and fresh titles were issued to each man for his portion of section 41. The title issued to Hemi Matenga contained the Parata Native Township site.

The Crown's initial response to Hemi Matenga's protests was one of surprise. They understood that Wi Parata was the sole and legitimate owner of the township lands. The Crown also did not consider that it really mattered who the beneficial owner would be, and was content to let the Native Land Court deal with the issue. However, because Hemi Matenga had filed a caveat on the title to the land in protest, officials were concerned that this could derail plans to open the township to settlers for leasing. Although the District Land Registrar advised that the caveat was unlikely have any affect, Crown officials took no chances and swiftly registered the township plan, thus taking the last step in constituting the township. The Crown failed to delay this final step to resolve the matter of ownership and ensure that all parties reached a clear understanding of Hemi Matenga's status. As chapter 3 will show, this lack of clarity would come to have a huge effect on the ability of Hemi Matenga to enjoy the income from the township, and caused him, and later the trustees of his estate, ongoing frustration and expense as they tried to convince the Crown and Crown-appointed bodies that he was indeed the sole legitimate beneficial owner of Parata Native Township lands.

After the Parata Native Township was gazetted it became apparent that Wi Parata and Hemi Matenga had very different understandings about the ownership and control of the township than those held by Crown officials. For the Crown, the land had ceased to be Native land once the township was proclaimed. The depositing of the township plan with the District Land Registrar completed the process of constituting the Native township. Once that was done the title of the township was then vested in the Queen under section 10 of the Native Townships Act 1895. Māori then became beneficial owners receiving rents and other proceeds from the township. The Crown's expectations were that Wi Parata and Hemi Matenga would then have no further input into decisions about the running of the township or dealings with the lessees of township sections. Seddon's note to officials in May 1900 'Mr Wi Parata after handing over

the land ceased to have any say as to conditions …' seems to sum up the Crown's expectations that Māori would have little role in the township.[374]

By contrast, Wi Parata and Hemi Matenga both expected that they would still be able to deal with the land, including leasing, collecting rents, and selling the land. In addition, Wi Parata expected to have a say in the township's growth and character. These expectations raise questions about the information the two men had been given and understood about the Native township's regime from officials, and what it would mean for the ownership and control of township land. In January 1900, Hemi Matenga, having informed the Crown that he was now 'the registered proprietor of the land', expressed his wish to sell the township, as he considered this would draw Europeans into the district and make leasing his other land easier. This suggests that he considered that he retained the right to deal with the land as he saw fit, despite its designation as Native township under the Act.

There are no direct statements by Wi Parata about what he understood the effect of the Act would be on his ability to manage and control the township. But there are indications at this early stage that he expected to retain a role and say in its development. In his May 1899 meeting with the Chief Surveyor, Wi Parata stipulated that lessees were required to build houses of six rooms or more on their township sections, and that no one was to erect a hotel in the township. This was one of the matters that led to a delay of over a year in putting Parata Native Township sections up for lease. Crown officials considered ways to give practical effect to these wishes, but ultimately concluded that they had no power to change the conditions and terms of the leases, which had been gazetted in 1896 in regulations under the Native Townships Act 1895. There is no indication that Wi Parata was ever told that his wishes could not be complied with or an explanation offered as to why that was. In the absence of this it is likely that he continued to expect lessees would build such dwellings, and this may have added to his disappointment when they did not. Chapters 3 and 4 of this report cite several other examples of Wi Parata and Hemi Matenga seeking input into the character of the township, such as wanting to lease township sections directly to Europeans and place whānau members on unoccupied township land.

[374] Premier Richard Seddon to the Surveyor General, 4 May 1900 with annotations 5 & 7 May 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

The Crown's rigid stance on the ongoing involvement of the Māori owners in the management of Parata Native Township reflected the 1895 Act itself, and its lack of any provision for Māori decision-making, control or ownership. There were other early signs that the Native Township model would struggle to accommodate existing leases and Wi Parata and Hemi Matenga's expectation that those leases would remain in their control. These circumstances lend weight to the government's own misgivings about whether the Native township scheme was a proper fit for the situation that existed on the ground at Waikanae by the mid-to-late 1890s. This takes us back to that moment of choice in August-September of 1898. At that point the Crown had an opportunity to resist the pressure to act wholly in the interests of the settlers demanding land and take (what probably would have been) a small amount of time to allow and support Wi Parata to complete his township and place it on the market. Alternatively, the Crown could have chosen to work in partnership with Wi Parata to allow him a meaningful role in the ongoing development and management of any Native township that was created.

Chapter 3. The leasing and freeholding of Parata Native Township, 1900-1970

3.1 Introduction

This chapter is divided into two parts. The first deals with the leasing of township sections, which made up the bulk of the township lands and generated income for the Māori beneficial owners. The second part examines the sale of nearly all the township sections to individual Pākehā after 1921.

The first part on leasing begins with a summary of the statutory provisions for these sections, followed by an examination of the extent and pattern of leasing in the Parata Native Township. Some of the factors that affected the development of the township are explored, with a particular focus on Wi Parata's expectations about how the township would develop and measures the government took to meet those expectations. Rental income from the township, including the effect of rent arrears and subleasing on that income is then analysed. Alongside this discussion is a consideration of the impact of survey and other costs on the owner(s) of the township. This part of the chapter concludes with an evaluation of the benefit derived from the township by Te Ātiawa/Ngātiawa ki Kapiti, Hemi Matenga as sole beneficial owner until 1912, and his estate after 1912.

The second part of this chapter begins with a summary of statutory provisions for freeholding, followed by a section charting alienation patterns decade by decade. The data suggests that there were three distinct phases of freeholding: the 1910s when the first requests to purchase sections were received; the 1920s when a considerable portion of the township was sold; and, a final burst of sales in the 1950s and 1960s. Each of these phases is then investigated in greater detail. The section on freeholding in the 1910s examines Hemi Matenga's desire to have some control over the freeholding of the township. The status and role of the trustees of his estate and the factors that contributed to an intensive period of freeholding in the 1920s are then discussed. Attempts in the 1930s and 1940s by the beneficiaries of Hemi Matenga's will to prevent remaining township land from being sold and why these ultimately failed are also considered. The chapter ends by exploring the final phase of the township's alienation between 1940 and 1970.

3.2 Statutory provisions for leasing township sections

The Native Townships Act 1895 empowered the Commissioner of Crown Lands to lease out the township's sections. Under section 14(1) of the Act, the Commissioner of Crown Lands was given the power to lease 'all allotments other than Native allotments.' Leases were to be offered by public auction or tender, and the Commissioner had the power to decide which process to use. The rent was to 'be the best obtainable'. .[375] All leases were to be registered by the Commissioner under the Land Transfer Act 1885.[376]

Section 15 of the Act laid out the conditions of the leases. The term was not to exceed 21-years and could be renewed 'for a period not exceeding twenty-one years.'[377] As James Carroll noted in 1910, this meant lessees had a right of renewal for a further 21-year term.[378] When a lease was renewed the rent was 'to be fixed by valuation or by arbitration.'[379] The Commissioner could also include a clause in the leases to 'provide for the payment by the incoming tenant for improvements made by the outgoing tenant.' The value of such improvements was to be ascertained by arbitration.[380] The rents were to be paid to the beneficial Māori owners 'half-yearly on the thirty-first day of March and the thirtieth day of September.'[381] In 1904 the Crown amended the regulations for townships created under the 1895 Act to allow township sections that had been passed in at auction to be leased for a shorter term (not exceeding five years).[382]

The Native Townships Act 1910, which vested all Māori land within Native townships in district Maori land boards, gave the boards the option of issuing a perpetually-renewable lease (the so-called 'Glasgow' lease) for any township section. Under section 13 the boards were named as leasing authorities and were empowered to offer leases for township sections under the provisions of the Public Bodies' Leases Act 1908. Section 5(e) of the 1908 Act provided the board with the option of issuing leases with the perpetual right of renewal. All leases continued to be offered by public auction or tender.[383] Perpetual leases in the township are discussed later in this chapter.

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[375] Section 15(2), The Native Townships Act 1895
[376] Section 16(1), The Native Townships Act 1895
[377] Sections 15(1) and 15(3), The Native Townships Act 1895 respectively
[378] James Carroll in debate on the Native Townships Act 1910 in *NZPD* 1910 vol. 151, p 272
[379] Section 15(3), The Native Townships Act 1895
[380] Section 15(3), The Native Townships Act 1895
[381] Section 20(2), The Native Townships Act 1895. Boulton, 2003, Wai 903, A39, pp 58-59
[382] Amended Regulations under the Native Townships Act 1895, *NZ Gaz,* No. 2, 12 January 1905, p 12
[383] Section 8, The Public Bodies Leases Act 1908

3.3 The extent and pattern of leasing

3.3.1 The uptake and retention of leases

The first auction of Parata Native Township leases was held on 11 September 1900. Leases were for a term of 21 years with a right of renewal for a further 21 years. Thirty-six sections were available for lease and comprised all the available leasehold sections in the town, excluding those set aside for the church, urupā, school, public purposes and as Native allotments. The upset rentals (the lowest rent that would be accepted) was advertised against each section. The terms of the lease were also printed on the poster along with a plan of the township.[384] The township land was described as:

> open, flat and undulating land laid down in English grasses. Remnants of the forest – stumps and logs still remain. The soil is good quality, capable of producing garden and farm produce freely. There exists a store, accommodation houses, a public school, post-and-telegraph office, railway station, and a daily train and mail service both ways. The climate is healthy, the district is being rapidly settled, and the township affords an opportunity to business people, labourers, and small settlers to establish homes on reasonable and advantageous terms.[385]

The upset rental was calculated from the valuation of the sections. In May 1899, Wi Parata's surveyor, Mr Martin, provided a list of all sections, their acreage and a value.[386] The government adopted these valuations with only one exception: Martin's valuation of £40 for section 39 was reduced to £35 by officials. The upset rental was then calculated from them. This appears to have been set at around 5 per cent of the section's value – so a section valued at £40 was assigned an upset rental of £2 per annum.[387]

The initial auction of township leases on 11 September 1900 was a solid start but not an overwhelming success. Despite settlers lobbying for the township and making constant statements that there was a keen demand for sections, only half of the sections in the township were taken up in this initial auction. The day after the auction, the Commissioner of Crown Lands reported that 18 of the 36 sections were disposed of, with all but six of these going for more than the upset rental. Total annual rental for the 18 sections was £56 19s 0d. If all the 18

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[384] Poster advertising auction of leasehold sections at Parata Native Township, 11 September 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

[385] 'Locality and Description of Township of Parata' on poster advertising auction of leasehold sections at Parata Native Township, 11 September 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

[386] R B Martin's schedule of Parata township sections, 14 August 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

[387] Schedule of Lands to be notified Open for Selection under The Native Townships Act 1895 – Township of Parata in ACGT 18190 LS 1 4/11 39588, ANZ Wgt

sections had gone for the upset rental only, this would have generated £45.[388] On 12 September 1900, the remaining sections were advertised as still open for selection at the upset rental.[389] . A 1908 schedule of the township sections shows that two further sections were taken up by the end of 1900 and the remaining sections had all been leased by the middle of 1904.[390]

Both Wi Parata and Hemi Matenga continued to seek involvement in the township's administration. On 18 September 1900, a week after the auction, Hemi Matenga's lawyers wrote to the Commissioner of Crown Lands concerned that their client had not been provided with any advanced notice of the auction. They informed the commissioner that: 'Mr Hemi Matenga the Beneficiary of the Township of Parata called to see us today about the sale – He had no idea that the sale had come off – he has seen no plan nor seen any advertisement.' They asked the commissioner to 'kindly forward us a plan of the Township and conditions of sale.'[391] For his part, Wi Parata considered that he had the right to take control of any township sections that had not been taken up. On 17 October 1900, he sent a telegram to the commissioner asking: 'Can I take charge of the unsold portions of Parata Township[?]'[392] Given his intentions expressed during negotiations over the township and the leases he had already entered into prior to the township being proclaimed, it is likely that he would have then sought to lease them privately.

There appears to have been some confusion amongst beneficial owners about how the Native township worked and who was being paid the rents. For example, in September 1912, lawyers on behalf of Mrs Utauta Webber (Wi Parata's daughter) wrote to the Ikaroa District Maori Land Board regarding rents from a township section leased by Alper Monk:

> We were instructed last May by Mrs Utauta Webber who is a daughter of Wi Parata of Waikanae and who inherited from her father the property rented by Alper Monk from Wi Parata's estate to write about the rent.
>
> She understood that the rent had been paid into the Native Land Court.
>
> The Rent is £24 a year & the 1st 21 years the rent is payable in advance.

[388] J W A Marchant, Commissioner of Crown Lands to the Surveyor General, 11 September 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[389] 'The New Parata Township', *New Zealand Times,* 12 September 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[390] Schedule of Native Township Lessees in the Wellington Land District – Parata c.1908 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[391] Adams and Kingdon, Nelson to the Commissioner of Crown Lands, 18 September 1900 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[392] Telegram: Wi Parata to the Commissioner of Crown Lands, 17 October 1900 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

> We wrote to the Registrar Native Land Court about the matter and he refers us to your Board. We enclose his letter [saying that the court had not received rents from Mr Monk] & we shall be pleased to hear from you if your Board has received any rent.[393]

No reply to this letter has been located, so it is unclear who was collecting these rents.

The number of sections leased by the Commissioner of Crown Lands, and then the district Maori land board, remained relatively stable between 1901 and 1921, when most of the 21-year leases came up for renewal. Schedules in government files between these dates suggest that the number of sections under lease varied only slightly from 31 to 33 (86.1 to 91.7 per cent of the township sections). The vast majority of these were in 21-year leases, with only eight sections (held by two different lessees) in 10 year leases that were entered into on 1 January 1912.[394]

After 1921, however, there was a substantial drop in the number of sections under lease. This was the result of an increase in the number of sections freeholded (discussed later in the second part of this chapter) particularly between 1921 and 1925 when sections were sold. In 1921, as the first of the leases expired, 31 of the 36 township sections were under lease (86.1 per cent).[395] In both 1925 and 1929, just 14 sections remained leased (38.9 per cent of the township sections).[396] The total annual rent due in 1929 was nearly £74 (73.75 pounds).[397] Although there were fewer sections being leased the rentals were higher than they had been in 1900 as the value of the land had increased (see Table 3 below).

[393] Adams and Harley, Nelson to the President, Ikaroa District Maori Land Board, 10 September 1912 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[394] Schedule of Parata Native Township leases. c. 1916 in ABRP W4598 6844 59/ 6/2/1 pt 2, ANZ Wgt
[395] Schedule of Parata Native Township leases. c. 1921 in ABRP W4598 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[396] A H Mackay to M P Webster, Nelson, 30 July 1925 and C V Fordham, Registrar to Thomas Neale, Nelson, 26 September 1929 both in ABRP W4598 6844 59/ 6/02/2001 pt 3, ANZ Wgt
[397] Added per annum rent for each section in list shown in C V Fordham, Registrar to Thomas Neale, Nelson, 26 September 1929 both in ABRP W4598 6844 59/ 6/02/2001 pt 3, ANZ Wgt

Year	No. sections leased	Percentage sections leased	Comments
1900	18	50.0%	
1901	33	91.7%	
1904	32	88.9%	Four sections noted as forfeited
1908			One page of the schedule is too damaged for an accurated count
1910	32	88.9%	3 sections sold to the school, compensation paid
1913	32	88.9%	Pt section 4 taken for Post Office/part remained in leasehold
1916	31	86.1%	
1921	31	86.1%	
1925	14	38.9%	Plus one section where lease had expired and DMLB contacted lessee regarding renewing the lease
1929	14	38.9%	
1956	10	27.8%	

Table 3: Number and percentage of township sections leased, 1900 – 1956
(Source: Schedules of Parata Native Township leases, 1901 – 1956 in Parata Native Township files held at Archives New Zealand, Wellington)

Figures for the number of acres of township sections leased as at 31 March in each year from 1901 to 1908 were published in the *Appendices to the Journals of the House of Representatives (AJHR)* (see Table 4 below). This shows that between 80 and 99 per cent of the area available for lease in the Parata Native Township was leased during this period. This is consistent with the figures given above for the proportion of township sections leased.

As at 31 March	Acres leased	Acres offered for lease	Percentage leased
1901	28.36	31.18	90.9%
1902	28.36	31.18	85.8%
1903	27.08	33.03	82.0%
1904	29.08	33.03	88.0%
1905	32.99	33.03	99.9%
1906	32.99	33.03	99.9%
1907	28.67	33.03	86.8%
1908	26.59	33.03	80.5%

Table 4: Percentage of available township acres leased, 1901 – 1908
(Source: Return of Lands disposed of under "The Native Townships Act, 1895," for the Year ended 31st March in *AJHR* 1901 – 1908, C1)

This data suggests that the rate of leasing in the Parata Native Township was uniformly high until freeholding began in the 1920s. The potential rental income for Māori owners therefore remained at a reasonable level throughout that period. However, several other problems had an impact on the ability of Māori owners to enjoy the proceeds from the township. These factors included: the problems of speculation and lack of development, survey and other costs, and the difficulties encountered in having the proceeds paid to them on a regular basis. These issues are examined below.

3.3.2 Speculation and lack of development

As previously discussed, Wi Parata had clear expectations that lessees would reside on the sections and build substantial houses and businesses. He and Hemi Matenga saw a growing and vibrant township as a way of attracting more Europeans to the district. This would enable them to lease and benefit from their other lands in the Ngarara block. However, the holding of sections for speculative purposes, and its impact on the subsequent development of Parata Native Township, was an ongoing problem for Wi Parata, lessees residing in the township, and Crown officials during the first decade of the township's life.

Even before the township had been gazetted, settlers who had advocated for a Native township at Waikanae raised their fears about speculators. On 1 July 1899, A W Hogg, Member of the House for Masterton, wrote to the Commissioner of Crown Lands to report a conversation he had had with Henry Walton, the spokesperson for settlers who had petitioned for a Native township there. Hogg reported that Walton 'apprehended that a number of speculators will swoop down at the sale of the township and this would prove most disastrous for the petitioners who are mostly working men and landless requiring homes for their families.'[398] Walton asked the Crown to act to deter speculators by giving priority to those who wished to take up land to live and work there. Hogg stated that Walton 'suggest[ed] that those who signed the petition first be allowed to draw[?] for the sections, outsiders being allowed to afterwards Compete.'[399] Hogg ended his letter by acknowledging that he was uncertain 'whether we have any power to restrict the ballot in the way proposed; but if anything can be done I may say that I would be glad to cooperate with [illeg] of action that would protect the landless.'[400]

As historian Alan Ward has pointed out, speculation in Native townships frequently discouraged potential residents from taking up leases:

> Speculators would acquire leases but the sections would often lie idle. This impacted on the township's popularity as potential lessees were not anxious to settle in a township with little development. This scenario was apparent in Parata [Native Township].[401]

There were fears that speculation would lead to underdeveloped towns, and this would lead to further speculation and create a vicious cycle. These practical considerations were underpinned

[398] A W Hogg, MHR for Masterton to the Commissioner of Crown Lands, 1 July 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[399] A W Hogg, MHR for Masterton to the Commissioner of Crown Lands, 1 July 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[400] A W Hogg, MHR for Masterton to the Commissioner of Crown Lands, 1 July 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[401] Alan Ward, *National Overview, vol. II,* Waitangi Tribunal Rangahaua Whanui series, 1997, p 409

by an ideology in which absentee ownership was regarded as unsound. To many Pākehā at the time, the claim to ownership of land was seen as resting on a person's use of the land; 'Absenteeism, or treating the land as a neglected speculation …, however, invalidated the claim to ownership.'[402] So for practical and ideological reasons, speculation was identified by the Liberal Government as a major problem which threatened to undercut its efforts to encourage closer settlement and increase the amount of land in productive use.[403] There is no sign that the Crown was able to run the public auction for leasehold sections in the Parata township in the manner suggested by Walton. Instead the evidence examined below suggests that the township remained largely underdeveloped for a number of years. It is likely that some residents could not yet afford to build on their sections, and other sections were held by absentee speculators.

By mid-January 1901, there was evidently enough official concern for the Crown Lands Ranger to be asked to report on the state of development of the township. He provided a list of all the sections in the township with notes about what improvements had been made by the lessees. In summary, he found 'that on 12 sections no improvements have been done & the improvements on the other sections consist chiefly of fencing, only two houses have been built.' However, as it was less than a year since the leases had been taken up, he was optimistic that this might change. He noted that 'the situation of this township is an excellent one, both as regards to view & climate as well as being on the Manawatu railway' and so he had, 'no doubt but what [sic] many of these sections will be occupied in a bona fide manner in another year or so.'[404] Another sign of a lack of early development were complaints that certain lessees were blocking or fencing across designated roads.[405] This suggests that the roads had not yet been fully formed, and that there were not enough buildings and fences on sections to enable lessees to clearly see where their properties finished and roads and streets begun. An example reported on by the Crown Lands Ranger in December 1901 is shown in the sketch plan in Figure 21.

[402] Tom Brooking, 'Use it or Lose it: Unravelling the Land Debate in the Late Nineteenth-Century, New Zealand, *NZJH* 30(2) October 1996, p 160
[403] Boulton, 2003, Wai 903, A39, pp 83-84
[404] H Lindius, Crown Lands Ranger to the Commissioner of Crown Lands, 15 January 1901 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[405] W Oliver, Waikanae to J W A Marchant, Commissioner of Crown Lands, 14 July 1901 in ADXS 19483 LS-W1 344/ 16720 pt 1, and H Lindius, Crown Lands Ranger to the Commissioner of Crown Lands, 31 December 1901, both in ADXS 19483 LS-W1 344/ 16720 pt 2, both in ANZ Wgt

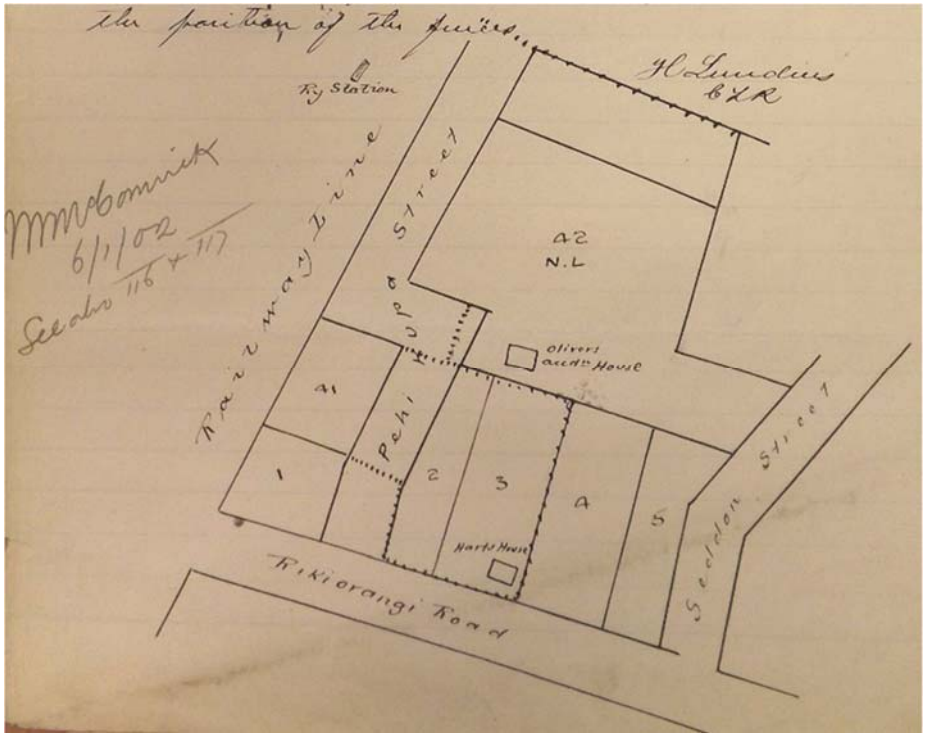

Figure 21: Sketch plan showing fences (as dotted lines) erected across Pehi Kupa Street by lessees, 1901
(Source: H Lindius, Crown Lands Ranger to the Commissioner of Crown Lands, 31 December 1901, ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt)

For his part, Wi Parata was deeply disappointed that the township was slow to flourish. He had expected lessees to rapidly build homes and businesses on the sections. On 3 March 1902, the Surveyor General noted that Wi Parata:

> called upon me today and pointed out that the lessees of this Township have not built upon their sections, and complied with provisions of Regulation No. 6 of the Conditions of Lease. He wishes you to take steps to cancel the leases and dispose of the land to people who will build, improve and advance the township.[406]

The Surveyor General was responsive to Wi Parata's concerns, asking the Commissioner of Crown Lands to obtain a report on the matter 'and if the facts are as stated, kindly bring the case before the Land Board.'[407] Action was taken quickly, but ultimately it was found that the Crown could warn lessees about their obligations to improve their sections but there was no power to terminate leases if lessees failed to do so. On the same day that the Surveyor General alerted the Commissioner of Crown Lands to Wi Parata's concerns, it was noted that those who had not made improvements had been asked to explain why.[408] The Surveyor General was of

[406] J W A Marchant, Surveyor General to the Commissioner of Crown Lands, 3 March 1902 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[407] J W A Marchant, Surveyor General to the Commissioner of Crown Lands, 3 March 1902 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[408] Note of file dated 3 March 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt

the view that lessees should have built on their sections and he asked Lands Department staff to 'issue a carefully worded notice to each one who has not built referring to the Clause in the Regulations.'[409] Clause 6 of the Native Townships Regulations of February 1896 allowed the Commissioner of Crown Lands to re-enter and determine the lease of any lessee where he 'is satisfied that the land comprised in his lease is being held unused and to the hindrance of the trade and progress of the said township.'[410] A decision was also pending 'as to what impts [improvements] are required under the Regulations.'[411]

Despite these actions Wi Parata remained concerned. On 11 March 1902 he wrote again to the Commissioner of Crown Lands listing lessees who held a number of sections and stated that 'all these People have done very little Improvements and no Buildings on any of the Sections but one.'[412] His letter was acknowledged on 24 March 1902.[413] Wi Parata wrote to thank the Commissioner for his response, adding that 'the Place is only a Public Place for stock just now at Present.'[414] A substantive reply was made to Wi Parata in May 1902, but this would have done little to assure Parata about the progress of the township, or the prospect of any further action on the matter by the Crown. The Commissioner of Crown Lands informed him – 'that the matter has been carefully considered, but there appears to be no legal power in the Act or regulations under which they could be compelled to erect [a] house on their sections.'[415] There are no signs that the Commissioner of Crown Lands sought a legal opinion or further advice on the meaning of the clause in the regulations in question before telling Wi Parata that nothing could be done.

Wi Parata continued to pursue the issue of underdevelopment of the township for several years. In June 1902, W H Field, a Member of the House for Ōtaki, prominent Waikanae landowner, and township lessee wrote to the Commissioner of Crown Lands to draw his attention to the fact that 'some complaint is being made by Wi Parata and others that many sections in this

[409] Note to Mr Wardrop, dated 3 March 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt.
[410] *NZ Gazette,* No. 10, 17 February 1896, pp 275-277
[411] Note of file dated 3 March 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[412] Wi Parata, Waikanae to the Commissioner of Crown Lands, 11 March 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[413] Commissioner of Crown Lands to Wi Parata, Waikanae, 24 March 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[414] Wi Parata, Waikanae to the Commissioner of Crown Lands, 26 April 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[415] Commissioner of Crown Lands to Wi Parata, Waikanae, 5 May 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt

Native Township are not being built on or otherwise improved.'[416] Field was essentially given the same response as Wi Parata, with the Commissioner saying 'I do not think there is sufficient power for me to forfeit lessee's interested in their leases where they have done improvements but have not built on their sections and residing thereon.'[417] But he assured Field that 'in cases however where no improvements have been affected, I am taking action to compel them to at least fence their holdings.'[418] This would have made the layout of the township clearer on the ground and kept stock from wandering, but it may simply have sent a signal that the use of township sections for grazing was acceptable, and done little to encourage the development of the township as a commercial and residential centre.

In January 1904, Wi Parata wrote to the Commissioner again protesting about the lack of development in the township, this time using the wording in the regulations themselves. He stated that 'sections in the above mentioned township … are being held unused and to the hindrance of trade and progress of the place, with one or two exceptions, in which the lessees have built house[s].'[419] Wi Parata asked that the Crown Lands Ranger report on the situation. If his complaint was found to be justified he wanted the Commissioner 'to cause such steps to be taken as will to ensure legitimate improvements being made, or the sections forfeited and reoffered, as there are people willing and anxious to obtain land to build houses on.'[420]

By the end of January 1904, the Crown Lands Ranger had been instructed to report on all township sections and make any recommendations he thought necessary.[421] The report was completed by 25 March 1904, and the ranger provided details on each lease. His findings were that:

> only five selectors have built houses and are using their sections as homes. The remaining 10 selectors hold between them twenty three sections, on which they have

[416] W H Field to the Commissioner of Crown Lands, 4 June 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[417] Commissioner of Crown Lands to W H Field, MHR, Wellington, 10 June 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[418] Commissioner of Crown Lands to W H Field, MHR, Wellington, 10 June 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[419] Wi Parata, Waikanae to the Commissioner of Crown Lands, 11 January 1904 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[420] Wi Parata, Waikanae to the Commissioner of Crown Lands, 11 January 1904 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[421] Mr Smith for Commissioner of Crown Lands to H Lindius, Crown Lands Ranger, Wanganui, 28 January 1904 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt

> not erected buildings of any sort, but they are all ring fenced, and are used for grazing purposes only.[422]

He also concluded that some sections were being held for speculative purposes:

> It is thought by many that in the near future there will be a great demand for sections in this township, and as there are only a few sections they will go up considerably in value. It therefore appears to me that some of the present lessees are only holding on in anticipation of the expected rise, otherwise it would not pay them to fence the sections and only use them for grazing purposes.[423]

He noted that there were people keen to get sections to make homes on 'but they consider the price asked by the present lessees [for transfer of the leasehold] to be exorbitant.'[424] Possibly, a number of potential residents who would have settled in the township were unable to do so.

It is also possible that Parata Native Township was in competition with the settlement of Reikorangi, a village in the valley above the Parata Township. Chris and Joan Maclean's history of Waikanae described Reikorangi as:

> the hinterland beyond Waikanae, hidden from it by the hills that slope down to the Waikanae River on either side. From Waikanae township the road follows a gap made by the river until there is a bend and, suddenly, a view of the lovely valley, set in a circle of hills.[425]

As previously noted, blocks of land for farming or timber milling were available for purchase there by 1891, with the railway also playing a role in drawing settlers into the area. Maclean and Maclean explain that:

> For centuries it was covered with primeval bush, but soon after the opening of the railway, settlers began to arrive. Isolation was over … In the Reikorangi Basin the Crown moved quickly to subdivide and lease the purchases of August and September 1891, which were made available by ballot. The Mangaone was divided into eight blocks, varying in size from 200 to 520 acres, and by 1892 settlers were working on the land.[426]

Reikorangi grew rapidly. By 1897, the village had been established 'around the sawmill on the terrace, where three rivers converge.' A store (with a post office) and school sprung up to meet the needs of timber millers and their families. By 1901 the population had reached 138.[427]

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[422] D Craig [Crown Lands Ranger] to the Commissioner of Crown Lands, 25 March 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[423] D Craig [Crown Lands Ranger] to the Commissioner of Crown Lands, 25 March 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[424] D Craig [Crown Lands Ranger] to the Commissioner of Crown Lands, 25 March 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[425] Maclean and Maclean, *Waikanae,* 2010, p 67
[426] Maclean and Maclean, *Waikanae,* 2010, pp 67-68
[427] Maclean and Maclean, *Waikanae,* 2010, p 56

After the Crown Lands Ranger had reported on the problems afflicting the Parata township, the Crown considered what further action could be taken against lessees who failed to build on their sections. In April 1904, the Land Board resolved 'to ask the ranger to state specifically what trade and in what way the progress of the township is hindered through all the lessees failing to build.'[428] In the meantime, Field (probably at the urging of Wi Parata) continued to pursue the matter, talking privately with the Minister of Lands. The Minister replied on 17 May 1904 that the leases themselves did not compel lessees to build on their sections:

> In reply to your verbal query as to what can be done to enforce the improvement conditions in connection with the Parata Native Township at Waikanae, I find upon looking at the regulations which govern the disposal of Native Townships that there is no clause inserted in the lease compelling the lessee to build or make improvements within any given time.[429]

But he explained that the clause in the regulations warranted closer examination to see if any action could be taken against lessees:

> Section 6 of the regulations under the Native Townships Act, gazetted in the New Zealand Gazette of the 13th February 1896, page 275, provides that "if the Commissioner is satisfied that the land comprised in this lease is held unused and to the hindrance of the trade and progress of the said township, the [sic] and in any such case and without notice or demand whatsoever it shall be lawful for the lessor to re-enter upon the demised premises and thereby determine the lease." The Commissioner of Crown Lands has been written to with regard to action being taken in this respect.[430]

A few days later, on 23 May 1904, the Crown Lands Ranger provided his opinion on whether, and in what way, the lack of improvements on many sections was hindering trade and progress. He was of the view that:

> In a Township where there are only a limited number of sections, and most of these sections are being held by a few absentees who will not build and refuse to sell their good will excepting at an enormous price, that the trade and progress of the Township must suffer; that is assuming that there are people willing to build and use the sections for homes, or for trade purposes [i.e. that there is market demand].[431]

The following month the Commissioner of Crown Lands reported back to the Under-Secretary of Lands enclosing the Crown Lands Ranger's report. The report had provided some clarity on

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[428] Resolution of Land Board, 28 April 1904 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt.
[429] T J Duncan, Minister of Lands to W H Field, MHR, Wellington, 17 May 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt.
[430] T J Duncan, Minister of Lands to W H Field, MHR, Wellington, 17 May 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt. The letter referred to by the Minister appears to be William Kensington, Under-secretary of Lands to the Commissioner of Crown Lands, 17 May 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt.
[431] D Craig [Crown Lands Ranger] to the Commissioner of Crown Lands, 23 May 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt.

the issue of what the clause might mean but the Commissioner considered that a legal opinion was required. However, the Commissioner was reluctant to act. In his view, the clause seemed weak and provided him with little power to act:

> the definition of the words "held unused and to the hindrance of the trade and progress of the said township" is exceedingly vague, and really requires a legal interpretation. There appears to be nothing in either the Act or Regulations defining any particular class of improvements requiring to be affected, and it seems to me a question whether if a section is "used" for any purpose whatever, there would be any power to insist upon the erection of buildings, and certainly there is no power to insist upon residence.[432]

He noted that the Crown Lands Ranger's definition of 'trade and progress' seemed to be 'that if sections are in great demand, and are held by the present lessees unbuilt upon, although fenced in and used for grazing purposes, then a breach of the Act and Regulations is being committed.'[433]

Although the Commissioner agreed with the Crown Lands Ranger that this was a reasonable definition to apply in this particular instance, he remained reluctant to risk possible court action expressing 'grave doubts whether I could uphold that position before the Court.'[434] The Commissioner sought a legal opinion from Crown Law or he be authorised to approach the Crown Solicitor to:

> clarify (a) if fencing and grazing is sufficient to comply with Regulation No. 6 (b) If Commissioner of Crown Lands can define what "trade and progress" means (c) if fencing and grazing isn't sufficient then what extent and nature of improvements are required? (d) has Commissioner of Crown Lands power to insist 'on compulsory and continuous residence.[435]

The Assistant Crown Law Officer's opinion was also cautious about drawing officials into possible legal action. His view supported those officials who worried there was insufficient legal power for the Commissioner to compel lessees to carry out improvements on their leasehold sections:

> The Commissioner must be satisfied not only of the non user but that such non user is a hindrance to the trade and progress of the township. The Commissioner but be in a position to prove this before he can take steps to determine the lease. There is apparently

[432] Commissioner of Crown Lands to Under-secretary of Lands, 9 June 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[433] Commissioner of Crown Lands to Under-secretary of Lands, 9 June 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[434] Commissioner of Crown Lands to Under-secretary of Lands, 9 June 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[435] Commissioner of Crown Lands to Under-secretary of Lands, 9 June 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

> nothing in the lease or the regulations compelling the lessee to make any specified improvements within a given time.[436]

The Crown Law Officer took the view that there was no path open to the Commissioner of Crown Lands to add, clarify or strengthen the terms of the lease or the regulations governing such leases now that the township had been let:

> I do not think it is competent for the Commissioner after a lease has been granted to define in what the trade and progress of a township consists or to define the extent or nature of the improvements required. This should have been done either in the lease or in the regulations prescribing the form of lease.[437]

For the same reasons, he did not think that the Commissioner could insist on compulsory and continuous residence.[438] Wi Parata was informed of this position by the Native Minister on 9 September 1904.[439] A second letter to Parata on 15 September 1904 repeated that position.[440]

It is unclear whether any other measures were taken to boost development of the township. Referring to Parata Native Township, W H Field (Member of the House for Ōtaki and lessee in the township) gave the example in Parliament in 1905 of a township created under the 1895 Act which, 'though divided into some forty sections only six houses had been built, and the main object had been therefore defeated, the majority of the sections having been taken up and being still held for speculative purposes.' Field believed the problem stemmed from inadequate legislation. He stated that he had been told that the government did not have the power to enforce the erection of building and other improvements 'to make these townships a success.'[441]

As discussed in the following section, by 1907 at least some people in the Waikanae community considered the township a failure. However, the problems of townships went beyond Parata Native Township. During debate on the Native Townships Bill in September 1910, Native Minister James Carroll admitted that the progress of townships created under the Native Townships Act 1895 had been variable:

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[436] Under-secretary of Lands to the Commissioner of Crown Lands, 8 August 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[437] Under-secretary of Lands to the Commissioner of Crown Lands, 8 August 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[438] Under-secretary of Lands to the Commissioner of Crown Lands, 8 August 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[439] Native Minister to Wi Parata, MHR, Wellington, 9 September 1904 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[440] Mr Smith for the Commissioner of Crown Lands to Wi Parata, Waikanae, 15 September 1904 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[441] *NZPD* 1905 vol. 135, p 738. Boulton, 2003, Wai 903, A39, pp 84-85

> in some of these townships settlement has grown apace, and they have flourished. Others have, in a sense hung fire, and have not been settled to the extent that was expected. However, in the swing of settlement, which may diversify as time goes on, these townships may become centres of population.[442]

Other Members of the House were more forthright about the scheme's lack of success. William Herries, member for Tauranga (and later Native Minister) said: 'Personally, as for these Native townships I think the less said about them the better, and perhaps the sooner they come to an end the better …'[443] William Massey, Leader of the Opposition, went even further stating that 'I do not think any one can say other than that the present Native townships have been a dead failure, and unsatisfactory to both Maoris and Europeans.'[444] By then, settlers had also more fully rejected the possibility of anything less than freehold tenure. In 1916, newspapers reported that because Parata Native Township was leasehold, it 'has had a somewhat detrimental effect on the place. The leases were for a period of twenty-one years, and as there are only five or six years more to run, improvements are not being carried out on a very extensive scale.'[445]

3.3.3 Māori attempts to address lack of development

Wi Parata's vision for the township was not fulfilled in his lifetime, and those who followed him, particularly his son Hira Parata and his brother Hemi Matenga, attempted to deal with the underdevelopment of the township in their own ways. After Wi Parata's death in 1906 (and the granting of probate in January 1907), a portion of his estate outside the Parata Native Township passed to his son, Hira Parata.[446] Hira Parata decided to subdivide and sell some of the land in June 1907 to create a freehold township (Waikanae Township) on the opposite side of the railway line from Parata Native Township. Chapter 6 further discusses Hira Parata's financial situation, including his substantial debts before and after he put this land up for sale. It is unclear what, if any, role the need to repay debt played in his decision to place this land on the market. The land Hira Parata sold later became the commercial centre of Waikanae fronting State Highway 1.

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[442] James Carroll, Native Minister, *NZPD,* vol. 155, p 272
[443] William Herries, MP for Tauranga, *NZPD*, vol. 151, p 274
[444] William Massey, Leader of the Opposition, *NZPD*, vol. 151, p 276
[445] 'Parata Township – Waikanae standing still', *Evening Post,* 23 June 1916, p 4
[446] 'Land Sale Town of Waikanae', *New Zealand Times,* 20 June 1907, p 3

Hira Parata's sale of land for Waikane Township, 1907

In April 1907, the newspaper reported that '100 sections containing a quarter acre each, having frontages to the main road and other streets' would go on the market in June.[447] By May 1907 the number of sections on offer had been reduced to 72 and a date and place of auction set. An advertisement on 18 May described the land as:

> A Beautiful Flat Block of Land, adjoining, on the North, Hira Parata's Charming Private Hotel. The majority of the Business Sites contain one-quarter acre each. The frontages are to the Main County-road, running parallel with the railway and to Parata-street, Morton-street, Hemi-street, and Hira-street. The plans, specifications, and contract for forming and metalling these streets are now in operation.[448]

The land involved was part of Ngarara West A, section 78.

Advertisements for the auction drew a direct comparison between the freehold sections being made available in this new 'Waikanae Township' and the leasehold sections that had been set out in Parata Native Township in 1900. In doing so the advertisements suggested that one of the reasons why Hira Parata was creating a township was because Parata Native Township had proved unattractive and unsuccessful as a commercial centre. The 18 May 1907 advertisement recommended that:

> The Town of Waikanae should be specially considered, alike by the Business Man and the Investor. It is the first Freehold Town submitted by its Maori owners for sale by Public Auction on up-to-date Liberal Terms. Some years ago a Maori Block on the opposite side of the railway, called the Township of Parata, was subdivided into leasehold sections, but for the latter and other reasons it has proved an egregious failure as a Business Investment. Not only have visitors to cross the railway line at the risk of being run over, but the limited Leasehold Tenure effectively bars the erection of good buildings and progressive development. The creation of a Freehold Title, on the right side of the railway, and fronting the Main-road, will lead to the transfer of the few businesses at Parata, to the Town of Waikanae, and make it, within twelve months, an important business centre.[449]

The terms for sections in Waikanae Township were also noted in the advertisement – buyers were to pay a '10 per cent cash deposit; ten per cent in three, six, nine and twelve months; and the balance in three years, bearing interest at five per cent per annum.'[450]

The sale of Waikanae Township sections took place in Wellington on 19 June 1907. The day before the auction the newspaper noted that 'the sale is stated to have attracted a large amount

[447] 'Town of Waikanae', *New Zealand Times,* 20 April 1907
[448] 'Great Sale of the New Town of Waikanae', *Evening Post,* 18 May 1907, p 8
[449] 'Great Sale of the New Town of Waikanae', *Evening Post,* 18 May 1907, p 8
[450] 'Great Sale of the New Town of Waikanae', *Evening Post,* 18 May 1907, p 8

of interest both locally and in the districts along the Manawatu railway line.'[451] Such was demand that in May, a month before the auction, they had received an offer to purchase all the sections at £25 cash for each section but this was declined.[452] The day after the auction the newspaper reported that every section had sold after a vigorous auction:

> the attendance in the Land mart was very large, not only the room itself being crowded, but the two staircases being thronged with buyers, the special feature in the attendance being the fact that nearly everyone of the residents of Waikanae was either present or presented.
>
> The bidding throughout was spirited, and as there were no reserves in any of the sections, buyers were left to their own sweet will. The effect was not only extremely keen competition, but the sale of every section under the hammer.[453]

The newspaper pointed out that this was highly unusual, as 'usually in land sales of this character a certain proportion of sections are sold at auction, and the balance quitted privately after the sale.'[454] The auction was considered an outstanding success, with the newspaper reporting that:

> the sections realised an average of about £184 per acre, a really remarkable price considering that the town has simply been cut out of the open farm-land fronting the main road and abutting the Waikanae racecourse ... The sale may be regarded as a phenomenal success. The total sale amounts to £2337 10s.[455]

There were obvious advantages for Hira Parata in having the land subdivided and sold as town sections. The deposits paid by purchasers provided an instant cash injection that could be used to develop other land or business ventures, with further payments received over a three-year period. By comparison, Parata Native Township was already proving to be disappointing in terms of income with small amounts of rent paid out twice a year over many years (minus administrator's commission and other costs). There might also have been hope that the offer of freehold title on what were described as 'liberal' terms would prove more attractive to business and residence and the area as a whole. Hira and Te Ātiawa/Ngātiawa ki Kapiti stood to benefit from a busier township, with increased trade and more visitors. However, there were still risks that purchasers would default on their payments and sections would have to be put up for auction again, which would incur costs that Hira Parata would need to cover. The sale also permanently alienated the land from Māori ownership, but the potential gains for the relative small area lost probably appeared attractive enough to outweigh that loss. The relative failure

[451] 'To-morrow's sale of Waikanae', *Evening Post,* 18 June 1907, p 8
[452] 'Great Sale of the New Town of Waikanae', *Evening Post,* 18 May 1907, p 8
[453] 'Land Sale Town of Waikanae', *New Zealand Times,* 20 June 1907, p 3
[454] 'Land Sale Town of Waikanae', *New Zealand Times,* 20 June 1907, p 3
[455] 'Land Sale Town of Waikanae', *New Zealand Times,* 20 June 1907, p 3

of Parata Native Township with its leasehold sections may have suggested to Hira Parata that there was little option but to subdivide and sell land for a township.

There was at least one attempt by Hemi Matenga to resume sections in Parata Native Township held by absentee lessees and place whānau members on them. In November 1909, W H Field and Hemi Matenga had discussions with the Aotea District Maori Land Board, who had taken over the administration of the township sections from the Commissioner of Crown Lands the previous year.[456] The law firm in which W H Field was a partner, put the matter in writing to the Board, stating that:

> Matenga is anxious to provide a home for his Grand-nephew, George Ropata of Waikanae, who is landless, and would like to set apart and build upon, for that purpose, two Sections in the Parata Township, which were leased some time ago to two Waikanae residents namely, Messrs Waddy and Macartney. These Lessees years ago dissolved partnership and left the District. We believe Macartney is in Taranaki and Waddy is in Marlborough. The latter is well known and should be in a position to pay the back rent.[457]

In order for this to be accomplished, the lawyers suggested that if both McCartney and Waddy could be located, there was a possibility of transferring the leases to Hemi Matenga. Failing this, a course of action already suggested by the board could be followed, namely, for the board to let the sections to Hemi Matenga on a year-to-year tenancy, with the hope that at a later time the sections could be put up for auction and he could secure them at public auction with any improvements made on them taken into account at that point.

It was anticipated that legislation allowing township sections to be freeholded would be passed in the near future and in that case, Hemi Matenga could simply purchase the sections. They noted that Matenga was not averse to doing so as long as a fair price was paid. As a first step, they asked that the board find the two lessees, get them to pay back rent and see whether they would be willing to transfer their lease to Matenga.[458]

It is unclear whether Hemi Matenga was ever able to place his grand-nephew on a township section. In June 1910, his lawyers followed up the issue repeating what they said in the earlier

[456] Wm C Kensington, Under-secretary, Lands Department to T W Fisher, President of the Aotea District Maori Land Board, 19 January 1909 in AANS 7609 W5491 47/ 39588, ANZ Wgt
[457] Field, Luckie & Toogood to Thomas W Fisher, President, Aotea District Maori Land Board, Wanganui, 16 November 1909 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[458] Field, Luckie & Toogood to Thomas W Fisher, President, Aotea District Maori Land Board, Wanganui, 16 November 1909 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

letter but noting that 'recently these sections have been occupied by a 'resident of Waikanae['], rent free, and it has struck our client that it would be better for him to resume possession of the sections and make use of them.' The lawyer reminded the board of its earlier suggestions that 'it would be well for our client to fence in the sections and build a home for his nephew on them, and if the board decided at some future date to lease them they could be loaded with our client's improvements.' The letter finished by noting that 'the leases of Waddy and Macartney should, of course, be formally determined.'[459]

3.4 Revenues from rents

3.4.1 Patterns in revenue from rents

As has been noted above, data on rental revenues from Parata Native Township is rather piecemeal. Table 5 is drawn from the annual published accounts of the Department of Lands and Survey between 1900 and 1908, the period in which the Commissioner of Crown Lands administered the township sections. It shows that the amount of rent being charged for township sections in that period varied from £81 to £101, but as will be discussed below, in many years only a portion of that was collected.

As at 31 March	Acres leased			Rents payable			Rents paid during year			% of rents paid
	a	r	p	£	s	d	£	s	d	
1901	28	1	17	84	19	0	42	11	9	50.1%
1902	28	1	17	84	19	0	54	9	10	64.1%
1903	27	0	13	81	4	0	94	9	3	116.3%
1904	29	0	12	86	5	0	64	1	8	74.3%
1905	32	3	38	101	15	0	81	13	10	80.3%
1906	32	3	38	101	15	0	68	7	8	67.2%
1907	28	2	27	90	4	0	158	2	0	175.3%
1908	26	2	15	82	4	0	86	0	8	104.7%

Table 5: Township rents payable and rents paid, 1901 – 1908
(Source: Return of Lands disposed of under "The Native Townships Act, 1895," for the Year ended 31st March … in *AJHR* 1901 – 1908, C-1)

From 1908 the records of rents paid are less comprehensive and consistent. The district Maori land boards' published accounts for the township simply provide a balance at the start and end of the financial year, with total figures for debit and credit transactions.[460] However, the Maori

[459] Field, Luckie & Twogood, Wellington to the Chairman, Aotea District Maori Land Board, 27 June 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[460] See for example, 'Ikaroa District Maori Land Board – Statement of Receipts and Expenditure for the Year ended 31st March, 1911 in *AJHR* 1911, Sess I, G-9, p 5 and same for year ending 31 March 1912 in *AJHR* 1912, Sess II, G-9, p 13

Affairs Department correspondence files for the township contain correspondence and balance sheets showing income and expenditure. Balance sheets containing varying amounts of detail exist from 1912 to 1933 and from 1946 to 1960, with a number of gaps during the 1920s. They vary considerably in their level of detail and the period of time they cover. Most of the payment periods covered a year or six months, but some account for periods of 18 or 24 months. Several balance sheets are unclear about the period being covered. For some years no balance sheets are available.

The most detailed accounts are from the 1940s and 50s (the final years of the district Maori land board's administration, and during the Maori Trustee's administration of the township leases). Most of the payments made to owners was generated by rents, but in years where purchase money from the freeholding of township sections was received (1922 – 1924, 1929/30, 1958 – 1960) the payment to owners was significantly more than the rents received as it included purchase money. Freeholding in the 1920s and 1950s is discussed in detail in the next section of this chapter. The sums paid to the owners varied considerably from payment period to payment period, from more than £1,883 to as little as around £16. These variations made the township returns an unreliable source of income for the owner(s). It also makes it difficult to comment on the overall pattern in rental revenue for much of the life of the township. This data is shown in Table 6 below.

Period	Rents received			Purchase money received			Payments to Hemi Matenga			Payments to Trustees*		
	£	s	d	£	s	d	£	s	d	£	s	d
1 Apr 1911 to 31 Mar 1912	141	2	6				200	0	0			
1 Apr 1912 to 30 Sept 1912	30	18	6							177	7	6
? to 31 Mar 2014							350	0	0	206	15	3
1 Apr 1914 to 31 Mar 1915	74	15	0							124	8	5
1 Apr 1915 to 31 Mar 1916	89	6	6							67	12	7
1 Apr 1916 to 31 Mar 1917	87	3	9							85	2	3
1 Apr 1917 to 31 Mar 1918	67	9	0							82	6	1
1 Apr 1918 to 31 Mar 1919	78	6	9							64	11	6
1 Apr 1919 to 31 Mar 1920	102	16	6							172	8	1
1 Apr 1920 to 31 Mar 1921	86	1	6									
1 Apr 1921 to 28 Feb 1922	95	17	3							169	13	10
1 Mar 1922 to 30 Sept 1922	51	7	6	740	0	0				738	13	1
1 Oct 1922 to 31 Mar 1924	69	2	6	920	0	0				932	5	0
1 Apr 1924 to 31 Mar 1925	82	14	6							80	0	10
? to 30 Sept 1929	17	12	6							16	14	10
1 Oct 1929 to 31 Mar 1930	21	14	0	50	0	0				69	7	3
1 Oct 1930 to 31 Mar 1931	27	19	6							26	11	6
1 Apr 1931 to 31 Mar 1932	31	4	6							29	13	4
1 Apr 1932 to 31 Mar 1933	50	14	3							48	3	7
unclear (dated 13 Sept 1946)	35	17	6							30	9	11
to 30 Jun 1946	67	9	6							22	19	6
unclear (dated 12 Jul 1948)	51	2	4							38	0	0
to 31 Mar 1949	88	2	0							72	9	9
to 30 Sept 1949	91	0	0							62	13	7
1 Oct 1950 to 30 Sept 1952**	70	10	0							58	5	0
1 Oct 1952 to 11 Dec 1953	35	5	0							30	19	5
12 Dec 1953 to 31 Dec 1954	35	5	0							30	16	3
1 Jan 1955 to 30 Jun 1955	17	12	6							15	6	6
1 Jul 1955 to 30 Jun 1957	70	10	0							49	11	0
unclear (dated 13 Apr 1959)	66	5	0	1,931	4	9				1,883	0	4
1 Jul 1959 to 30 Jun 1960	18	5	0	633	5	0				617	3	1

*Either listed as payment to Trustees or if as Voucher P.O [Post Office] Nelson, cheque or as balance after costs deducted.
** amended balance sheet.

Table 6: Parata Native Township rents received and payments made to the Māori owner(s), 1911 – 1933
(Source: Balance sheets in Parata Native Township files at Archives New Zealand, Wellington)

3.4.2 Rent arrears

It is difficult to get an accurate picture of the extent to which lessees were in arrears with their rents, or to give a comprehensive assessment of how this issue was dealt with by government officials administering the township. However, there is enough in the available sources to suggest that the late payment of rents was a persistent problem. This then had an impact on the total revenue collected. It also made it difficult to predict the size of the payment the owner(s) would receive in each six-month or twelve-month period, making the rents a less dependable source of income for the owner(s).

It is relatively easy to see the extent of rent arrears during the period from 1901 to 1908 from the detailed accounts for each Native township published in the *Appendices to the Journal of the House of Representatives* (AJHR). This data shows that the amount of rent actually being paid in most years during this period was less than what was owed (between 50 and 80 per cent

of what was due). However, in some years, more rent was received than was due in that year (for example in 1903, 1907 and 1908). This indicates that some of the arrears from previous years was being paid (see Table 5 above).

Unfortunately, similar data is not consistently available for the period after 1908 when the district Maori land boards took over the administration of the township sections. Only five balance sheets, those from 1908, 1910, 1916, 1947, and 1949 contain information about whether rent payments were in arrears. This suggests that the boards often failed to meet their obligation to report on arrears under the regulations that governed their procedures. The regulations relating to the district Maori land boards under the Native Land Act 1909 required that a return be laid before the board after 1 April and 1 October each year:

> showing the names of all lessees of lands vested in or administered by the Board who have made default for at least three months in the payment of rent due by them in respect of those lands as at the 31st day of March or 30th day of September preceding, and also showing the amount of such rent so in arrears; and a copy of the return shall be forwarded to the Under-Secretary.[461]

Correspondence provides some evidence that in the initial period the Commissioner of Crown Lands monitored the leases relatively closely and acted to resolve situations where rent was unpaid, but this action tended to be rather belated. The conditions of the leases taken up between 1900 and 1904 specified that if a:

> lessee makes default for thirty days in the full and punctual payment of any of the said rent … then and any case, and without any notice or demand whatsoever, it shall be lawful for the lessor to re-enter upon the demised premises and thereby determine this lease, and that without releasing the lessee from any liability in respect of any rent due or of any breach of covenant.[462]

These terms and conditions of the lease allowed the Commissioner to take swift action after just a month of a lessee being in arrears. In reality, he allowed arrears to mount considerably before acting.

For example, in November 1902 the lessee of sections 29, 30 and 31 were found to be in arrears by two rent periods (i.e. a year) and had effected no improvements. The Minister of Lands then

[461] Clause 16, Regulations relating to Maori Land Boards under the Native Land Act, 1909 in *NZ Gazette,* No. 58, 13 June 1910, p 1718

[462] Sale poster for Parata Native Township leases to be auctioned 11 September 1900 – terms and conditions of lease in ACGT 18190 LS1 4/11 39588, ANZ Wgt

approved the forfeiting of the lease.[463] A notice dated 1 March 1904 advertised leaseholds of sections 29, 30, 31 and section 17 for public tender.[464] The situation appears to have been similar for the lease on sections 32 and 33. In March 1903, after notifying the lessee the Land Board resolved to declare his interest in the lease forfeited.[465] In October 1907, it was discovered that rent on section 29 had remained unpaid for five instalments. The Commissioner of Crown Lands sought permission from the Crown Solicitor to be able to take steps to recover the money. This was granted.[466]

It seems that rent arrears became a more widespread problem during the first decade of the district Maori land board's administration of the township leases. Two factors worked against the board's ability to ensure rents were paid on time. The boards were based in Whanganui and Levin (later in Wellington), respectively, some distance from Waikanae. They did not have the services of the Crown Lands Ranger, who the Commissioner had often called upon to inspect the township sections and talk to lessees. Monitoring of rent payments also suffered because of the transition from the Commissioner of Crown Lands to the Aotea District Maori Land Board in 1908, followed by a rapid transfer to the Ikaroa District Maori Land Board in 1910 (when the boundaries of the board's districts changed).

A schedule of township leases from 1908 records that eight of the 22 leases were in arrears. This equates to more than a third (36.4 per cent) of the leases running in arrears. Together they owed nearly £35.[467] This situation had only marginally improved by July 1910 when the Ikaroa District Maori Land Board undertook an audit of the leases. Of the 21 leases, six were definitely in arrears (rent not paid up to the current year).[468] This equated to more than a quarter of leases being in arrears (28.6 per cent). A further nine were only paid up to June 1910. [469] Based on

[463] Commissioner of Crown Lands to the Surveyor General, 18 November 1902 and William Kensington to the Commissioner of Crown Lands, 2 December 1902, both in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[464] Notice offering Parata township sections for lease by public tender (and attached schedule), 1 March 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[465] Commissioner of Crown Lands to the Surveyor General, 28 March 1903 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[466] Commissioner of Crown Lands to the Under-secretary for Crown Lands, 14 October 1907; reply 1 November 1907 both in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[467] Schedule of Native Township Lessees in the Wellington Land District, c.1908 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[468] The number of leases had decreased because one lease had ceased as a result of the purchase of two township sections by the Education Board for a new school. This is discussed in detail in the section on public reserves later in the chapter.
[469] Schedule of township leases – Parata Native Township, July 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

this schedule, the president of the board noted that some lessees were much in arrears and it would probably be necessary to enter them, determine the lease and then offer them again for lease by public competition.[470]

It is clear from the correspondence from lessees in the years immediately after the land board took over the administration of the township sections that many had not been receiving regular notices that their rents were due, and this may have contributed to the extent of rent arrears in the township. For example, on 15 July 1910, C Porter wrote to the Aotea District Maori Land Board asking what rent was due on sections 32, 22, 39 and 40 of Parata Township. Porter stated that he 'never get any notice of rent due, they must be going to wrong address or something.'[471] In reply he was informed that three years of rent was now owed, amounting to £20 8s 3d.[472] On 17 July and again on 27 October 1910, Florence Cruickshank wrote from Waikanae stating that she still had not received rent due notices but was paying her arrears anyway.[473] In that case the board replied that rent due notices had been sent half-yearly, but to her old address in Paraparaumu.[474]

By early 1911, the Ikaroa District Maori Land Board's administration seems to have been on a better footing. Several half-year rent notices dated 30 January 1911 are on file and there was a prompt and detailed reply to W G Hart, who had sent in his rent and stated that it was paid up to 31 December 1911.[475] The board was also acting on information gathered the previous year about arrears. For example, on 8 July 1911, the president of the board notified the board's clerk that authority had been granted to re-enter those sections. Authority needed to be signed and sealed by members of the board.[476] Re-entry was to be carried out by the Reserves Agent and

[470] Memorandum of J B Jack, President, Ikaroa District Maori Land Board, 11 July 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[471] C Porter, Koputarua, Manawatu to the Clerk, Aotea District Maori Land Board, Wanganui, 15 July 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[472] Clerk, Ikaroa District Maori Land Board, Wanganui to C Porter, Koputarua, Manawatu, 9 August 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[473] Florence Cruikshank, Waikanae to the President, Ikaroa District Maori Land Board, Wanganui, 11 July 1911 and F Cruikshank, Paraparaumu to the Receiver of Land Revenue, Aotea District Maori Land Board, Wanganui, 27 October 1910 both in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[474] Clerk, Ikaroa District Maori Land Board, Wanganui to Florence Cruikshank, Waikanae, 20 July 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[475] G W Hart, Waikanae to the Clerk, Ikaroa District Maori Land Board, Wanganui, 4 September 1911 and reply, 8 September 1911 both in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[476] Telegram: Harvey to Clerk, Ikaroa District Maori Land Board, 8 July 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

on behalf of the Public Trustee.[477] By early September moves were underway to re-enter sections 29, 32, 22, 39 and 40 and determine the lease for non-payment of rents.[478] The following month the rents were paid up in full and plans to re-enter the sections were abandoned.

In the case discussed above, the lessee was required to pay the board's re-entry costs as most of the formalities had already been completed. [479] But the costs and time taken to re-enter a section, determine the lease and then let the section again were considerable. In September 1911, the board noted that re-entry cost 10/- per section, with a further £1 fee per section if notice could not be served and it had to be published in the *New Zealand Gazette* instead.[480] Although the board paid these costs they were recouped by deducting them from the rent paid out to the Māori owners, further reducing the income received from the township by Māori. This is discussed further in the next section of this chapter on the impact of survey and other costs.

In March 1912, a newly appointed agent for Hemi Matenga, M W Webster, raised concerns about the amount of rent arrears in the township. He had received a schedule of leases for Parata Native Township from Hemi Matenga's lawyers, Adams & Harley. Webster stated that he understood that the Ikaroa District Maori Land Board was administering the leases:

> and as the list submitted to me shows arrears of rent amounting to something like £150/1- would you kindly furnish me with a statement of a/c to date, as well as a copy of the Plan of the Township.
>
> The rents appear to be from one to four years in arrears, and Mr Matenga would like to have matters adjusted.[481]

After receiving no reply and writing again to the board on 20 March, their letters were acknowledged on 26 August 1912 and information was promised once the board had completed

[477] Instructions [for re-entry of sections where rent was in arrears], n/d c.1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[478] President, Ikaroa District Maori Land Board to the District Land Registrar, Wellington, 1 September 1911 (and attached declarations) in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[479] Clerk, Ikaroa District Maori Land Board to Mr D E Porter, Koputaroa, 5 October 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[480] District Land Registrar, Wellington to the President, Ikaroa District Maori Land Board, 4 September 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[481] M W Webster, authorised agent for Hemi Matenga, Nelson to the President, Ikaroa District Maori Land Board, 9 March 1912 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

its Hawkes Bay sittings.[482] A voucher for payment and a balance sheet were sent to Webster on 19 September 1912. A note at the bottom of the balance sheet stated that since 31 March 1912 a further sum of £27 8s 0d had been received from lessees and that there was at the time another £17 12s 9d owed in arrears.[483]

Despite the actions of the board, rent arrears continued to be a feature of the township between World War I and the 1930s. From 1913 to 1914, the board appears to have been sending out rent arrears notices (several others from 1917 and 1919 are on file), prompting a number of lessees to pay what was owed. As a result, the board avoided the expense of re-entry and determining those leases.[484] By the 1920s the board seems to have been more proactive in chasing rent arrears and people who had not yet renewed their leases when they expired after the first 21-year term.[485] However, there continued to be cases where the arrears were long-standing and the amount of rent owed was substantial, yet re-entry had not been ordered. For example, by 1924 W H Field's lease for section 14 had expired and rent payments were several years in arrears when he applied to purchase the freehold of the section. On 13 October 1923, the board acknowledged receipt of two years' rent but noted that a further three-and-a-half years' rent was still owing.[486] As township sections were sold the number of leases dwindled, and there were fewer instances of arrears recorded in the township files in the 1940s and 50s.

The impact of the Depression of the 1930s on township revenues and on the extent of rent arrears is unclear. There were some statutory provisions allowing the district Maori land boards to reduce rents during the slump, but these do not seem to have been used in Parata Native Township despite several cases where lessees sought relief. The government had passed the Mortgagors Relief Act in 1931. This allowed those threatened with foreclosure on mortgages over £2000 to seek relief from the Supreme Court for mortgages, and those with smaller mortgages to seek relief from the Magistrates Court.[487] The Mortgagors and Tenants Further

[482] M W Webster to the President of the Ikaroa District Maori Land Board, 20 August 1912; Clerk, Ikaroa District Maori Land Board to M W Webster, Nelson, 26 August 1912 both in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[483] Balance sheet for period from 1 April 1911 to 31 March 1912 sent to M W Webster, Nelson, 19 September 1912 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[484] See for example, rents in arrears notice, October 1914 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[485] Various correspondence re rents and renewal of lease in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt.
[486] Registrar, Ikaroa District Maori Land Board to W H Field, MP, 13 October 1924 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[487] Barrie MacDonald and David Thomson, 'Mortgage Relief, Farm Finance, and Rural Depression in New Zealand in the 1930s', *NZJH,* 21(2), October 1987, p 230

Relief Act 1932 allowed lessees as well as mortgagors to apply for relief even when not threatened with foreclosure.[488] In its annual report for 1937/38 the Native Department noted that nationally 'a large number' of township sections vested in the Maori land boards for leasing under the Native Land Act 1931 and the Native Townships Act 1910 had been leased in 1916, and so their 21-year leases had come up for renewal in 1937. Leases had been renewed but 'as a consequence of relief enactments the rents in some cases have been reduced 50 percent to 75 percent.'[489]

In July 1931, J H Silvester was warned that if he did not keep up with rents for Parata Native Township sections his lease would be terminated and he would be sued for the amount owed.[490] The board noted that he had been in arrears for several years and so could not claim that it was solely the effect of the Depression.[491] On 21 October 1931, A A Brown paid his rent but complained that it was too high and asked for it to be reduced to assist him 'in this time of depression.'[492] The registrar of the Native Land Court then asked the president of the board whether the rent should be reduced. The president was not in favour of a reduction, noting that the rent was only £4 per acre, which 'does not seem unduly oppressive. I do not recollect any complaints from other lessees in the township.'[493] Brown was then informed by the board that the rent would not be reduced.[494]

3.4.3 Subleasing

The practice of tenants subleasing their township sections had the potential to reduce the amount of rental income generated for the owners in Native townships. Those occupying township sections under subleasing arrangements paid rents to the lessee of the section, not the administrators of the township. Had the sublease not been available they would potentially have entered into a lease for a township section, with the rents paid to the proper authority who would then pay them to the Māori owner(s). The government issued separate regulations regarding subleasing for townships created under the 1895 Act, and for those established under

[488] MacDonald and Thomson, 'Mortgage Relief, Farm Finance …', *NZJH 21(2),* October 1987, p 232
[489] Annual Report of Native Department, year ending 31st March 1937, *AJHR* 1937-1938, G-9, p 10. Boulton, 2003, Wai 903, A39, p 83
[490] Registrar to J H Silvester, Tawa Flat, 15 July 1930 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[491] Registrar to J H Silvester, Tawa Flat, 29 July 1930 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wg
[492] A A Brown, Waikanae to the Registrar, 21 October 1931 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[493] Noted by Fordham dated 31 October 1931 on Registrar to Judge Gilfedder, 30 October 1931 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[494] Registrar to A A Brown, Waikanae, 3 October[?] 1931 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt

the 1902 Act. These laid out the terms and conditions of the 21-year leases to be issued. In both regulations, subleasing without permission of the lessor (the Commissioner of Crown Lands or the district land council/board) was expressly prohibited. The 1903 regulations for Native townships created under the 1895 Act stated that: 'The lessee shall not nor will at any time during the said term assign, underlet, or part with the possession of the demised premises, or any part thereof, without the previous consent in writing.'[495]

From the available sources, subleasing does not appear to have been widespread in Parata Native Township. Only two cases of unauthorised subleasing have come to light, both involving the same lessee. In the first case in the 1920s the district Maori land board took prompt action and the subleasing arrangements were terminated. On 23 April 1924, a township lessee, J S Silvester wrote to the board regarding rent arrears. He undertook to pay the overdue rent but stated that he was 'pushing the tenant for money and will let them have it as soon as possible.[496] The board were quick to warn Silvester that subleasing was not permitted. On 26 April 1926, the board replied: 'You state you are pushing the tenants for this money, which statement leads me to believe that you have sublet the Section. I would draw your attention to the fact that if you have sublet without the consent of the Board you have committed a breach of the provisions of your lease.' They asked Silvester to explain the matter.[497]

Silvester confessed that he was unaware that unauthorised subletting was prohibited: 'Well Sir to tell you the truth I was unaware that I had to get permission from the Board and of course your letter came as a surprise.' He apologised for his mistake saying that if he had known he would certainly have applied for permission from the board. He explained that he had to leave Waikanae because of a lack of work, and had decided to let the section while he was away. [498] Silvester lodged an application with the board seeking permission for the sublease in a separate letter on the same date. The board refused to give their approval, on the basis that the rents were in arrears and 'it is some time since you occupied the Section' and you are 'not likely to occupy it in the future.' In any case they pointed out to Silvester that he had not taken steps to

[495] *NZ Gazette,* No. 15, 26 February 1903, p 618. Boulton, 2003, Wai 903, A39, p 85
[496] J S Silvester, Tawa Flat to Registrar, Ikaroa District Maori Land Board, 23 April 1924 in ABRP 6844 W4598 95/ 6/02/2001 pt 3, ANZ Wgt
[497] Registrar, Ikaroa District Maori Land Board to J S Silvester, Tawa Flat, 26 April 1924 in ABRP 6844 W4598 95/ 6/02/2001 pt 3, ANZ Wgt
[498] J S Silvester, Tawa Flat to Registrar, Ikaroa District Maori Land Board, 2 May 1924 in ABRP 6844 W4598 95/ 6/02/2001 pt 3, ANZ Wgt

renew the lease for a further 21 years. Instead, the board decided it would offer the lease to the sublessee occupying at the time at a new rental of £5 per annum.[499]

In the second instance of subleasing in 1948, Silvesters' leases over sections 15 and 17 of the township had expired in 1946, but he had been collecting rents from the tenants he placed on the sections some years earlier.[500] These informal subleases came to light during the process of freeholding the two sections (this is discussed in detail later in this chapter). As a result, the district Maori land board simply asked Silvester to hand the rents over and arranged for the tenants to pay future rents to the board.[501] After several delays, these sections were sold and payment was made to Māori owners for sections 14 to 17 of the township on 7 December 1950.[502]

3.5 Survey and other costs

3.5.1 Statutory provisions for survey and other costs

The costs of surveying and administering Parata Native Township were incurred by the beneficial Māori owners and deducted from the rents received. The Native Townships Act 1895 provided for the rent account for each township to be charged with 'the costs of surveying and constituting the township.' Once these and other costs had been deducted from the rents received then 'the surplus' was to be divided amongst the beneficial owners.[503] The Whanganui Land Tribunal concluded that:

> The Government laid great emphasis on the importance of the townships for the settlement and prosperity of the whole country, not simply for Māori owners. Yet it did not contemplate contributing to the development costs. Neither was the principle that Māori should pay the cost of the towns debated in Parliament, and we have little evidence that the Crown discussed it with Māori owners.[504]

At first these provisions were interpreted as meaning that no rents could be paid to township owners until all these costs had been repaid and a surplus was being produced. It soon became apparent in other Native townships that this was causing hardship to beneficial owners, and the

[499] Registrar, Ikaroa District Maori Land Board to J S Silvester, Tawa Flat, 5 May 1924 in ABRP 6844 W4598 95/ 6/02/2001 pt 3, ANZ Wgt
[500] Memorandum of S Cooper, Building Supervisor, Department of Native Affairs to Registrar, Maori Land Court, Wellington, 15 December 1948 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[501] P H Dudson, Registrar to Harper, Atmore & Thompson, Levin, 12 November 1948 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[502] Registrar to Fletcher & Moore, Solicitors, Nelson, 7 December 1950 in Fletcher & Moore, Solicitors, Nelson to ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[503] Section 20(1), The Native Townships Act 1895
[504] Waitangi Tribunal, *Te Whiritauoka: The Whanganui Land Report*, 2015, p 821

Native Townships Amendment Act 1899 was introduced to allow the survey and other costs to be deducted from the rents in instalments over a period of no more than 10 years. The 1899 amendment specified that the costs were to be charged and deducted 'in such number of half yearly instalments, not exceeding twenty, as on the report of the Commissioner, the Minister of Lands thinks fit.'[505] The remaining portion of the rent not deducted for costs in each six-month period was then to be paid to the beneficial owners.[506] This would enable owners to receive some income from the rents in the meantime.[507]

Aside from these provisions, neither the Native Townships Act 1895 nor its amendments nor the Native Townships Act 1910 contained any provision for other costs to be deducted from the rents paid to owners. However, as the data below will show, the district Maori land boards took five percent of the rents received as a commission, as well as smaller commissions on any compensation received for township land taken under public works legislation, and on the proceeds for the sale of township sections. The costs of re-entering sections that had been forfeited for non-payment of rents and advertising sections for lease and various other fees, taxes and costs were also passed on to owners.

3.5.2 Arrangements for paying survey costs

By December 1900 the cost of surveying and advertising Parata Native Township for lease had been calculated by Crown officials and discussions began about how they would be paid. The calculations on file show that the cost of survey and pegging out the township and advertising the sale of leases came to £51 10s 6d. This seems to be comparable to the costs of laying out a similar sized Native township in the area: the total cost for establishing the 40-acre Hokio Native township in 1903 was £51 0s 10d.[508] In accordance with the provisions of the 1899 amendment to the Native townships legislation, officials calculated that if the costs were paid out of the rents over a period of 10 years in half yearly instalments at a 5 per cent interest rate, each instalment would be £3 6s 1d.[509] In May 1901, these figures were sent to the Surveyor General for his approval. The Commissioner of Crown Lands noted that repayment in this way

[505] Section 2, The Native Townships Act Amendment Act 1899
[506] Section 3, The Native Townships Act Amendment Act 1899
[507] Cathy Marr, 'Whanganui Land Claims: Historical Overview', commissioned by the Office of Treaty Settlement, 1995, pp 66 - 67. Boulton, 2003, Wai 903, A39, pp 87-88
[508] Waitangi Tribunal, *Horowhenua: The Muaūpoko Priority Report,* 2017, p 393
[509] File note on costs and their repayment, c. end Dec 1900/Jan 1901 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

over 10 years conformed to the practice in other Native townships such as Pipiriki (on the Whanganui River) and Tokaanu (in the central North Island).[510] However, perhaps because Wi Parata owned large amounts of land and was relatively prosperous, staff in the Lands Department asked whether Wi Parata could pay in full at once.[511]

In June 1901, the Commissioner of Crown Lands wrote to Wi Parata to inform him of the cost of surveying and establishing the township. The commissioner asked Wi Parata whether he would pay the full costs immediately 'or whether you would prefer to have the repayments over a term of years, and deducted from the rents received.' The letter made no mention of the fact that 5 per cent interest would be charged on each instalment.[512] Wi Parata did not reply immediately, and a follow-up letter was sent to him on 21 September 1901.[513] As chapter 2 noted, at a meeting between Wi Parata and the Chief Surveyor in May 1899 it was arranged that survey costs would be repaid over a 5-year period.[514] This arrangement seems to have been forgotten.

Arrangements for repayment of the survey costs were made more difficult by the ongoing confusion amongst Crown officials about whether Wi Parata or Hemi Matenga was the rightful owner of the township lands. On 15 October 1901, the Commissioner of Crown Lands noted that Hemi Matenga had 'interviewed' the Chief Surveyor about the township and 'was informed of the position.' Hemi Matenga 'stated that Wi Parata had transferred the land to him & therefore he was entitled to the rents. He said he [would] consider whether he would pay the survey costs at once in full or by instalments.' The Chief Surveyor 'promised to send him a full statement of the position of affairs.'[515] Details were added to the bottom of this file note confirming that there had indeed been a transfer of ownership of the township lands from Wi Parata to Hemi Matenga the previous year:

> The LT [Land Transfer] records show that the land containing the Township was originally in Wi Parata's name but was afterwards transferred to Hemi Matenga, who holds a title for the block, excluding the township, which was taken under the Native

[510] Commissioner of Crown Lands to the Surveyor General, 16 May 1901 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[511] Note from A Barron to J W A Marchant, 22 May 1901 on Commissioner of Crown Lands to the Surveyor General, 16 May 1901 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[512] Commissioner of Crown Lands to Wi Parata, Waikanae, 7 June 1901 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[513] Commissioner of Crown Lands to Wi Parata, Waikanae, 21 September 1901 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[514] Memo by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[515] File note dated 15 October 1901in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

> Townships Act 1895. Date of sale 11/9/00 Date of transfer 27/11/00 LT records Vol. 62 F[olio] 73.'[516]

As discussed later in this chapter, at this point officials seemed certain about Hemi Matenga's status as sole owner, but this certainty did not last.

As promised, Hemi Matenga was sent a schedule showing details of all the leases. The letter confirmed that a sum of £66 12s 3d had been received in rents since 30 September 1901 and the survey costs amounted to £51 10s 6d. If he chose to pay the costs at once in full this would leave him with a rent return of £15s 1s 9d for that period. However, officials reminded him that he also had the option of paying the costs in instalments over 10 years and asked him to indicate his preferences.[517] The following week his lawyers confirmed that Hemi Matenga wanted the survey costs taken from accumulated rents immediately, with the balance (£15 1s 9d) to remain on his account.[518]

Despite this correspondence with Wi Parata and Hemi Matenga about how the survey costs would be paid, the matter remained unresolved until at least September 1904. At that point, the Chief Surveyor at Wellington forwarded a 'voucher for the cost of surveying and constituting the above township, viz: - £51.10.6.' to the Surveyor General. He stated that:

> Mr Wi Parata agreed to the cost being paid out of the rent collected up to 31st March, 1902, and the amount was deduced from these rents … The total amount at credit of this Township on 31st March, 1904, is £210.1.5, and after deducting cost of survey &c, there remains a balance of £158.10.11 for payment to the Native owner.'[519]

3.5.3 The pattern of commission on rents and other costs

There were also ongoing costs associated with the administration of Parata Native Township. These were recovered by deducting them from the income generated by the township (rents and purchase money received when sections were freeholded) before payments were sent to Māori beneficial owners. This section examines the nature and extent of these costs. Almost all of the balance sheets that were sent to owners when payments were made stated how much commission the administrators were charging on rents, and some itemised other costs. These

[516] File note dated 15 October 1901 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[517] Commissioner of Crown Lands to Hemi Matenga, 16 October 1901 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[518] Adams and Kingdon, Nelson to J W A Marchant, Commissioner of Crown Lands, 24 October 1901 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[519] Chief Surveyor, Wellington to the Surveyor General, 24 September 1904 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt

varied but included rates, social security tax, fees for water supply, the cost of valuations, stamp duty and re-entering sections that had been forfeited.[520] This data has been tabulated (see Table 7, Table 8, and Table 9) and discussed below.

Period	Total income (£)	Total costs (£)	Total costs as % of total income
1 Apr 1911 to 31 Mar 1912	158.53	14.35	9.1%
1 Apr 1912 to 30 Sept 1912	30.93	1.55	5.0%
1 Apr 1914 to 31 Mar 1915	74.75	7.14	9.5%
1 Apr 1915 to 31 Mar 1916	89.33	4.21	4.7%
1 Apr 1916 to 31 Mar 1917	87.19	4.36	5.0%
1 Apr 1917 to 31 Mar 1918	67.45	3.38	5.0%
1 Apr 1918 to 31 Mar 1919	78.34	3.92	5.0%
1 Apr 1919 to 31 Mar 1920	102.83	4.80	4.7%
1 Apr 1920 to 31 Mar 1921	86.08	4.30	5.0%
1 Apr 1921 to 28 Feb 1922	95.86	8.00	8.3%
1 Mar 1922 to 30 Sept 1922	791.38	62.22	7.9%
1 Oct 1922 to 31 Mar 1924*	989.13	56.85	5.7%
1 Apr 1924 to 31 Mar 1925	82.73	2.68	3.2%
? to 30 Sept 1929	17.63	0.88	5.0%
1 Oct 1929 to 31 Mar 1930	71.70	2.37	3.3%
1 Oct 1930 to 31 Mar 1931	27.98	1.40	5.0%
1 Apr 1931 to 31 Mar 1932	31.23	1.56	5.0%
1 Apr 1932 to 31 Mar 1933	50.71	2.50	4.9%
unclear (dated 13 Sept 1946)	35.88	5.38	15.0%
to 30 Jun 1946	67.48	14.01	20.8%
unclear (dated 12 Jul 1948)	51.12	13.11	25.6%
to 31 Mar 1949	88.10	15.58	17.7%
to 30 Sept 1949	91.00	28.32	31.1%
1 Oct 1950 to 30 Sept 1952**	70.50	10.26	14.6%
1 Oct 1952 to 11 Dec 1953	35.25	4.28	12.1%
12 Dec 1953 to 31 Dec 1954	35.25	4.44	12.6%
1 Jan 1955 to 30 Jun 1955	17.63	2.30	13.0%
1 Jul 1955 to 30 Jun 1957	74.50	24.95	33.5%
unclear (dated 13 Apr 1959)	1,997.49	48.22	2.4%
1 Jul 1959 to 30 Jun 1960	651.50	16.10	2.5%

* Total costs include commission on purchase was for 'total purchase money to 31 March 1924'
** Amended balance sheet

Table 7: Total costs as a percentage of total income received, 1911 – 1960
(Source, Parata Native Township balance sheets in Parata Native Township files, Archives New Zealand, Wellington)

Table 7 shows that the total declared costs for the period from 1911 to 1933 amounted to, on average, around 5 per cent of the total income from the township. As already noted, this is largely because balance sheets from this period rarely recorded costs beyond the commission on rents.

[520] Social security tax was charged under section 118 of the Social Security Act 1938 on all rents received by the administrators of the township (Registrar, Native Land Court, Wellington to Rowley Gill Hobbs & Glen, Solicitors, Nelson, 27 March 1946 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt). The tax was 'essentially a continuation of an earlier emergency unemployment fund' established during the Great Depression (Paul Goldsmith, 'Taxes - First Labour government taxes – 1935 to 1949', Te Ara - the Encyclopedia of New Zealand, http://www.TeAra.govt.nz/en/taxes/page-4 (accessed 25 July 2018))

By contrast, during the 1946/1957 period, when costs were consistently itemised on balance sheets, declared costs accounted for a median figure of 16.3 per cent of total income, with the proportion varying considerably from 14.6 per cent in 1950/52 and reaching as high as 33.5 per cent (a third of total income) in 1955/57. By 1959/60 the declared costs had dropped significantly, to around 2.5 per cent of total income.

Period	Rent received (£)	Comm on rents (£)	Comm on rents as % of rents received
1 Apr 1911 to 31 Mar 1912	141.13	7.06	5.0%
1 Apr 1912 to 30 Sept 1912	30.93	1.55	5.0%
1 Apr 1914 to 31 Mar 1915	74.75	3.74	5.0%
1 Apr 1915 to 31 Mar 1916	89.33	4.21	4.7%
1 Apr 1916 to 31 Mar 1917	87.19	4.36	5.0%
1 Apr 1917 to 31 Mar 1918	67.45	3.38	5.0%
1 Apr 1918 to 31 Mar 1919	78.34	3.92	5.0%
1 Apr 1919 to 31 Mar 1920	102.83	4.80	4.7%
1 Apr 1920 to 31 Mar 1921	86.08	4.30	5.0%
1 Apr 1921 to 28 Feb 1922	95.86	4.80	5.0%
1 Mar 1922 to 30 Sept 1922	51.38	2.62	5.1%
1 Oct 1922 to 31 Mar 1924*	69.13	3.65	5.3%
1 Apr 1924 to 31 Mar 1925	82.73	2.68	3.2%
? to 30 Sept 1929	17.63	0.88	5.0%
1 Oct 1929 to 31 Mar 1930	21.70	1.07	4.9%
1 Oct 1930 to 31 Mar 1931	27.98	1.40	5.0%
1 Apr 1931 to 31 Mar 1932	31.23	1.56	5.0%
1 Apr 1932 to 31 Mar 1933	50.71	2.50	4.9%
unclear (dated 13 Sept 1946)	35.88	1.79	5.0%
to 30 Jun 1946	67.48	3.38	5.0%
unclear (dated 12 Jul 1948)	51.12	2.55	5.0%
to 31 Mar 1949	88.10	4.40	5.0%
to 30 Sept 1949	91.00	4.55	5.0%
1 Oct 1950 to 30 Sept 1952**	70.50	3.53	5.0%
1 Oct 1952 to 11 Dec 1953	35.25	1.77	5.0%
12 Dec 1953 to 31 Dec 1954	35.25	1.94	5.5%
1 Jan 1955 to 30 Jun 1955	17.63	1.05	6.0%
1 Jul 1955 to 30 Jun 1957	70.50	4.23	6.0%
unclear (dated 13 Apr 1959)	66.25	3.97	6.0%
1 Jul 1959 to 30 Jun 1960	18.25	1.10	6.0%

Table 8: Commission on rents as a percentage of rents received, 1911 – 1960
(Source, Parata Native Township balance sheets in Parata Native Township files, Archives New Zealand, Wellington)

Table 8 confirms that government and government-appointed agencies administering the township sections consistently took around 5 percent of the rents received as a commission. The commission was raised to 6 per cent of the rents from 1 April 1954, and this is reflected in the figures for the period from 12 December 1953 to 30 June 1960.[521]

[521] District Officer, Department of Maori Affairs, Wellington to Rowley, Gill, Hobbs & Glen, Nelson, 6 December 1954 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt

Period	Purchase money received (£)	Comm on purchase money (£)	Comm on PMs as % of PM received
1 Oct 1922 to 31 Mar 1924*	920.00	41.50	4.5%
1 Oct 1929 to 31 Mar 1930	50.00	1.30	2.6%
unclear (dated 13 Apr 1959)	1,931.24	20.00	1.0%
1 Jul 1959 to 30 Jun 1960	633.25	15.00	2.4%

*Commission on purchase was for 'total purchase money to 31 March 1924'

Table 9: Commission on purchase money as a percentage of purchase money received
(Source, Parata Native Township balance sheets in Parata Native Township files, Archives New Zealand, Wellington)

Table 9 shows that only four balance sheets listed purchase money and the commission charged on that money. This limited data suggests that where a commission on purchase money was taken by the administrators of the township this amounted to between one and four and a half per cent of the purchase money received.

3.6 Benefit of Parata Native Township to the Māori owner(s) and Te Ātiawa/Ngātiawa ki Kapiti

The previous sections of this chapter examined the fundamentals of Parata Native Township's development, leasing, revenue and costs. This section utilises that evidence to draw some conclusions about the extent to which the beneficial Māori owners and Te Ātiawa/Ngātiawa ki Kapiti benefitted from Parata Native Township.

3.6.1 Te Ātiawa/Ngātiawa ki Kapiti

The wider Te Ātiawa/Ngātiawa ki Kapiti community received no direct financial benefit from the township rents because the township had a single beneficial owner until 1912 to whom the rents were paid once administrative costs had been deducted. This was one of the consequences of the Native Land Court's titling of the Ngarara block, where many of the sections in the Ngarara West block were awarded to single individuals, or rapidly partitioned into subdivisions with single owners.[522] Previous research on Native townships suggests that Parata Native Township was unusual in this respect as most Native townships were established on multiply-owned Māori freehold land, and the rental revenue was then distributed to those owners in proportion to the shares they held in the title. This meant that any financial gains from the township were more widely shared. Admittedly, this often became a disadvantage as succession resulted in increasing numbers of owners receiving a smaller and smaller return as time went on. There appears to have been no mechanism available to hapū and iwi wanting to

[522] See Walghan Partners, 'Block Research Narratives: Ngatiawa Edition', 2018, Wai 2200, A203, pp 72-84

use the financial gains for collective purposes.[523] With revenue from Parata Native Township being paid to a single individual, it was not dispersed in this way to increasing numbers of owners, but neither was it formally shared out to support the wider community.

The indirect benefits of Parata Native Township for Te Ātiawa/Ngati Awa ki Kapiti at Waikanae are more difficult to quantify. Wi Parata and Hemi Matenga both hoped that a township would act as a commercial and residential hub for Europeans, drawing more people into the area to take up leases of other land they owned in Ngarara West C section 41 that was situated on the hill country adjacent to and behind the township. But, as discussed above, the township was slow to develop and did not thrive in the way that they had hoped and expected. The evidence examined above suggests that this was the case right up until 1921, when the first term of most of the leases expired. As the next section of this chapter shows, from that point onwards the township began to be alienated from Māori ownership as lessees purchased their sections. This diminished the number of sections being leased, and the rental income from the township began to decline. It is unclear to what extent the township aided Wi Parata and Hemi Matenga's leasing of their surrounding lands.

3.6.2 Hemi Matenga as sole beneficial owner, 1900 – 1912

The financial benefit to Hemi Matenga from the township was undercut by several factors that made the rental income irregular and unreliable. The evidence above shows that the amount of rent received (and therefore available to be paid out) varied considerably year on year during Hemi Matenga's lifetime, even though the number of sections leased remained stable over that period. As noted, these fluctuations in the amount of rent collected were the result of a number of lessees being in arrears, and this situation not being effectively and rapidly addressed by the Commissioner of Crown Lands or, later, the district Māori land board. Survey and administrative costs reduced the amount received by Hemi Matenga. Lack of any data on costs for the period from 1900 to 1908 make it difficult to know by how much, with total costs accounting for about 9 per cent of total income from the township during the last year of his life (1911/12). Had rental returns been more regular and reliable this may have been a cost Hemi Matenga was willing to bear, but the problems created by arrears were compounded by the considerable difficulty Hemi Matenga experienced in having the revenue from the township paid to him.

[523] Boulton, Wai 903, A39, p 136

The considerable time and effort it took Wi Parata and Hemi Matenga to transfer the ownership of the township land to Hemi Matenga alone has been examined in chapter 2, but there were ongoing effects of that process. Confusion remained amongst Crown officials administering the township section about whether the transfer had in fact been made. This had a significant effect on payment of rents, and ultimately on the ability of Hemi Matenga to enjoy the proceeds from the township during his lifetime. As discussed in the section concerning the payment of survey costs, the Crown dealt with Hemi Matenga over that matter, and agreement was reached about how those costs would be deducted from the rents. It would have been reasonable for Hemi Matenga (and his lawyers) to assume from this that the Commissioner of Crown Lands accepted his status as sole beneficial owner of the township lands. However, in November 1901, just a month after those arrangements about survey costs were made, the Commissioner informed Hemi Matenga's lawyers:

> That so far as the Land Transfer Records shew, Wi Parata is the owner of the above township. The rents cannot therefore be paid over to Hemi Matenga, unless he can produce an authority, in Maori, in the form attached. When this is received the matter will be further considered.[524]

The insistence by Crown officials that Wi Parata remained the owner of the township land meant that despite Hemi Matenga's repeated protests that he was now the owner and entitled to receive the township rents, he was forced to seek authorisation from Wi Parata to enable the rents to be paid to him. This proved to be a frustrating and time-consuming process that racked up legal costs and often delayed the payment of rents to him. It also undermined his mana.

Later correspondence reveals that what the Commissioner was asking Hemi Matenga to provide was 'the form of authority for payment to an agent, contained in the Native Township Regulations of the 6th July, 1899.'[525] In cases where a Māori owner was unable to receive rents in person the amended regulations allowed the Commissioner to pay the rents to their agent on the presentation of a form authorising such (the words of the form were included in the regulations). The form had to be witnessed by a Justice of the Peace, postmaster or police constable.[526] There were some delays in getting this form completed and signed by Wi Parata. He and Hemi Matenga had been corresponding about the matter but no form had been sent to

[524] Commissioner of Crown Lands to Adams & Kingdon, Nelson, 12 November 1901 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[525] Commissioner of Crown Lands to Adams & Kingdon, 13 May 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[526] *NZ Gazette,* No. 58, 6 July 1899, p 1270

Wi Parata from Hemi Matenga's lawyers.[527] In April 1902, the Commissioner reminded the lawyers that the authority was required, and on request sent another copy of the form.[528] On 7 June 1902 the lawyer wrote to say that 'we now have your authority from Wi Parata Waipunahau for Hemi Matenga to receive all rents in respect of above Township.'[529]

No letter from the Commissioner of Crown Lands can be found on file confirming that this authority had resolved the issue, but it is likely that Hemi Matenga's lawyers took that silence as a sign that the authority had been accepted. However, in December 1902, when the lawyers wrote asking that the accumulated rents be paid to Hemi Matenga (having made three similar requests on his behalf in October with no response) it became apparent that the problem remained.[530] The Commissioner explained that a voucher was made out in favour of Hemi Matenga for the rent payment and approved but it was refused and returned by Treasury because Treasury regulations required that the special authority had to be certified by a licensed interpreter and the order also required a penny stamp. So the authority was sent back to Wi Parata to get it properly authorised, but the Commissioner had not heard anything further from him.[531]

Hemi Matenga was clearly affronted and frustrated by the need for this authorisation and the delay in receiving the proceeds of the township. As his lawyers stated:

> We fail to see why an authority is now necessary – We[?] have the sole collection and Hemi Matenga is the sole beneficiary – why should Wi Parata be bought into it? Matenga is pressing for money and we think he has just cause to grumble at the delay.[532]

The Commissioner of Crown Lands was firm in his response, reiterating that as far as he was concerned the township 'is registered in the name of Wi Parata, and the rents cannot be paid to anyone without his authority.'[533] The authorisation form had been returned by Wi Parata but

[527] Note dated 3 March 1902 on printed copy of NZ Gazette, 6 July 1899 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[528] Commissioner of Crown Lands to Adams & Kingdon, 24 April 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[529] Adams and Kingdon to the Commissioner of Crown Lands, 7 June 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[530] Adams and Kingdon to the Commissioner of Crown Lands, 15 December 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[531] Commissioner of Crown Lands to Adams and Kingdon, Nelson, 23 December 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[532] Adams and Kingdon, Nelson to the Commissioner of Crown Lands, 8 January 1903 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[533] Commissioner of Crown Lands to Adams and Kingdon, Nelson, 29 January 1903 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt

the problems identified with it had not been fixed. Therefore, the Commissioner suggested that 'As Hemi Matenga is desirous of obtaining the money, I think the best course would be for him to get the order completed by his brother, and then have a proper transfer executed and registered in the Land Transfer Office.'[534] The Commissioner ended his letter by saying that 'if this is not done, a fresh order will be required for the next payment of rent.'[535] From this it appears that Hemi Matenga would have to seek a fresh authorisation from Wi Parata for each rent payment. This would cause considerable inconvenience, given that the 1895 Act required that rents be paid to owners twice a year.[536]

It appears that Hemi Matenga's lawyers were unaware that a transfer had already been registered and title issued to Hemi Matenga for the township lands in late 1900. In February 1903, in response to the Commissioner's suggestion, Hemi Matenga's lawyers asked the Commissioner for the certificate of title (issued to Wi Parata) or details of it so they could prepare a transfer from Wi Parata to Hemi Matenga that would then be executed and registered as suggested.[537] The Commissioner advised them to get their agent in Wellington to gather the information from the Land Registry.[538] In the meantime, to avoid the need for separate authorisation each time rents were due to be paid, Hemi Matenga's lawyers forwarded an authority signed by Wi Parata authorising Hemi Matenga to receive all future township rents.[539]

Again, this seemed at first to have resolved the issue: the rents owed were tallied and a voucher was sent to Hemi Matenga on 14 February 1903.[540] But in August 1903 the Commissioner of Crown Lands informed his lawyers (on the advice of the Paymaster General at Treasury) that the authority given by Wi Parata was a 'special' authority and instead of this a 'general' authority was needed.[541] In reply the lawyers pointed out that the authority granted by Wi Parata

[534] Commissioner of Crown Lands to Adams and Kingdon, Nelson, 29 January 1903 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[535] Commissioner of Crown Lands to Adams and Kingdon, Nelson, 29 January 1903 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[536] The Native Townships Act 1892, s.29(2)
[537] Adams and Kingdon, Nelson to the Commissioner of Crown Lands, 3 February 1903 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[538] Commissioner of Crown Lands to Adams and Kingdon, Nelson 11 February 1903 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[539] Adams and Kingdon, Nelson to the Commissioner of Crown Lands, 13 February 1903 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[540] Note on bottom of Adams and Kingdon, Nelson to the Commissioner of Crown Lands, 13 February 1903 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[541] Commissioner of Crown Lands to Adams and Kingdon, Nelson, 20 August 1903 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt

was a general one ('all future rents') and Treasury must have overlooked this.[542] The matter was referred back to the Paymaster General who maintained that a general authority was required.[543] The general authority form was duly sent to Hemi Matenga's lawyers with instructions that it must be witnessed by a Justice of the Peace or policeman as well as explained by a licensed interpreter.[544]

Once again, payment of rents to Hemi Matenga was delayed while this general authority was sought. In April 1904, Hemi Matenga's lawyers wrote to the Commissioner of Crown Lands stating that they had written on 22 August 1903 and recieved a reply on 2 September regarding payment of accumulated rents to Hemi Matenga. But they (and Hemi Matenga) were now becoming increasingly frustrated by the delays:

> We have been waiting ever since for the rents, why cannot your department pay them [illeg]? Surely these rents can be paid more punctually. Hemi Matenga the party to whom this money belongs is continually asking us about the matter & urging us to take steps to get the rents paid [emphasis in original].[545]

When they did not receive a response, Hemi Matenga's lawyers wrote again on 21 June 1904 asking that rents be paid.[546] It was not until 24 June that the Commissioner clarified the situation, informing them that no general authority had been received, and therefore the rents to Hemi Matenga could not be paid out.[547] They were advised that:

> Hemi Matenga or yourself should therefore please arrange the matter with Treasury, and as soon as this is done, there will be no delay on the part of this office in forwarding the voucher on for payments, as it is now ready to send on as soon as the name of the payee is definitely settled.[548]

The general authority was signed by Wi Parata on 15 August 1904. On 19 August the Paymaster General notified the Commissioner that the general authority had been received and

[542] Adams and Kingdon, Nelson to the Commissioner of Crown Lands, 22 August 1903 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[543] Commissioner of Crown Lands to the Paymaster General, 2 September 1903; Paymaster General to Commissioner of Crown Lands, 7 September 1903 both in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[544] Commissioner of Crown Lands to Adams and Kingdon, Nelson, 21 September 1903 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[545] Adams and Kingdon, Nelson to the Commissioner of Crown Lands, 25 April 1904 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[546] Adams and Kingdon, Nelson to the Commissioner of Crown Lands, 21 June 1904 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[547] Commissioner of Crown Lands to Adams and Kingdon, Nelson, 24 June 1904 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[548] Commissioner of Crown Lands to Adams and Kingdon, Nelson, 24 June 1904 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt

that he ought to take steps to pay the rents to Hemi Matenga.[549] This seems to have settled the matter for a number of years, and the files show that rents were regularly paid to Hemi Matenga during the rest of 1904 and throughout 1905 and 1906.[550] This stopped after Wi Parata's death while his probate was being dealt with and successors appointed, suggesting that the official view remained that no transfer to Hemi Matenga had been effected.[551] The probate of Wi Parata's will was granted on 30 January 1907 and Hemi Matenga and Hira Parata were appointed as administrators of his estate. [552]

Unfortunately, Wi Parata's death created further difficulties for Hemi Matenga in his struggle to be recognised as the legitimate sole beneficial owner of the township lands and he experienced further delays in receiving the rents as a result. On 22 May 1908, Hemi Matenga's lawyers were informed that the Commissioner of Crown Lands was about to take steps to pay rents accrued up to 31 March 1908. But the Crown understood 'that Hemi Matenga and Hira Parata are the administrators of the will of Wi Parata deceased. The rents, will, in consequence, be paid to them.'[553] Again, Hemi Matenga, via his lawyers, asserted that the Crown's position was incorrect and that he was the sole owner of the land and therefore entitled to all of the rents:

> There still seems to be a misapprehension of the position of this matter. We understand that all the rents all belong to Hemi Matenga – that land was his when the Govt made a Native Township of it – and we as his agents have always received the rents. The death of Wi Parata does not appear to affect the position. Hemi Matenga is in our office now and says that the whole of the rents belong to him & to no one else. We shall be pleased to get this matter put on a proper footing.[554]

The reference to Hemi Matenga being the owner of the township lands prior to the Native township being proclaimed in August 1899 refers to the fact that the transfer from him was signed on 27 October 1897.[555]

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[549] Note from Jas B Heywood, Paymaster General to Commissioner of Crown Lands dated 29 August 1904 and Note in reply by John Stranchon, Commissioner of Crown Lands dated 30 August 1904 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt

[550] See letters enclosing vouchers in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt

[551] Under-secretary of Lands to the Commissioner of Crown Lands, 29 Oct 1906 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt

[552] Under-secretary of Lands to the Commissioner of Crown Lands, 21 May 1908 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt

[553] Wm C Kensington, Under-secretary for Lands to Adams & Harley, Nelson, 22 May 1908 in AANS 7609 W5491 47/ 39588, ANZ Wgt

[554] Adams & Harley, Nelson to Under-secretary, Lands Department, 27 May 1908 in AANS 7609 W5491 47/ 39588, ANZ Wgt

[555] Note to Mr Douglas, 14 March 1966 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt

Crown officials ignored this protest from Hemi Matenga and on 28 May 1908 the accumulated rents from 2 April 1906 to 31 March 1908 were paid to Hemi Matenga and Hira Parata jointly as administrators of Wi Parata's estate.[556] In responding to Hemi Matenga's lawyers the Under Secretary of Lands acknowledged that the rents had previously been paid to Hemi Matenga but only with Wi Parata's permission, and this had been agreed between them because they were in dispute over the ownership of the township land:

> … I think I am right in saying that there was a dispute between the two as to the ownership and that although Wi Parata was the owner in fact, yet the difficulty was got over by him giving authority as indicated above. However, under the circumstances the position is as stated in my previous letter that the rents are payable to the Administrators of the will of Wi Parata.[557]

It may have been the case that Hemi Matenga and Wi Parata were in dispute over ownership of the township land, but nothing further to support the idea has been found in the sources located during research conducted for this report.

The Crown's continued insistence that Hemi Matenga was not the sole legitimate owner of the township lands meant that Hemi Matenga and his lawyers had to continue seeking authority for the rents to be paid to him. On 1 June 1908, Hemi Matenga's lawyers replied to the Under Secretary of Lands stating:

> Our client Hemi Matenga always informed us that he was entitled to all the rents and Wi Parata in his life admitted this and gave Hemi Matenga an authority to collect same. We will therefore obtain an authority from them (they are Hemi Matenga & Hira Parata) for us to receive the rents as [illeg] before. We conclude this will satisfy the department and the rents can then be paid over to us as formerly.[558]

The Under Secretary indicated that this would be acceptable but in addition to 'an authority signed by the executors of the will', it was also necessary 'to have a declaration on the Order required by the Public Revenue Act, unless either of the parties concerned is a Licensed Interpreter' as this was a requirement of Treasury.[559] Such measures were important to ensure that Māori involved in such dealings truly understood what they were agreeing to. However, it did add to the time, effort and cost involved.

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[556] Commissioner of Crown Lands to the Under-secretary of Crown Lands, 28 May 1908 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[557] Wm C Kensington, Under-secretary, Lands Department to Adams & Harley, Nelson, 30 May 1908 in AANS 7609 W5491 47/ 39588, ANZ Wgt
[558] Adams & Harley, Nelson to Under-secretary, Lands Department, 1 June 1908 in AANS 7609 W5491 47/ 39588, ANZ Wgt
[559] Wm C Kensington, Under-secretary, Lands Department to Adams & Harley, Nelson, 5 June 1908 in AANS 7609 W5491 47/ 39588, ANZ Wgt

Once again, the payment of rents to Hemi Matenga was delayed while this authority was obtained. This delay was compounded by the transfer of responsibility for the administration of Parata Native Township from the Commissioner of Crown Lands to the Aotea District Maori Land Board in late 1908.[560] In the first few years of that regime, it became increasingly difficult for Hemi Matenga's lawyers (and later trustees of his estate) to obtain information about the state of the township and about rents accrued.

On 22 November 1909, lawyers for Hemi Matenga again wrote to officials about delays in paying out the rents. They noted that the last rents were paid in July or August 1908 and asked for full information on leases, rents received and costs to be sent to them.[561] In reply they were referred to the Native Department, to whom they repeated their request that the rents be paid and information supplied. They noted that 'Mr Matenga is anxious for full particulars, and to know what is being done with the property.'[562] Having heard nothing further by February 1910, Hemi Matenga's lawyers wrote to the president of the Aotea District Maori Land Board. [563] Their letter was acknowledged with a promise that the president would give the matter his attention.[564]

In the meantime, Hemi Matenga was still having to prove to Crown officials that he was the owner of Parata Native Township land. On 14 April 1910, the Under Secretary of the Native Department explained to Hemi Matenga's lawyers that he had not replied about the rents because he had been busy trying to find out how Hemi Matenga came to own the township land. The Under Secretary requested that they send him the relevant documents and only then could the Native Department let the district Maori land board know about the rents and details.[565]

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[560] Wm C Kensington, Under-secretary, Lands Department to T W Fisher, President of the Aotea District Maori Land Board, 19 January 1909 in AANS 7609 W5491 47/ 39588, ANZ Wgt
[561] Adams and Harley, Nelson to Under-Secretary of Lands, 22 November 1909 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt
[562] Adams and Harley, Nelson to Under-Secretary, Native Department, 8 December 1909 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt
[563] Adams & Harley, Nelson to the President, Aotea District Maori Land Board, 19 February 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[564] Clerk, Aotea District Maori Land Board, Wanganui to Adams & Harley, Nelson, 16 March 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[565] Under-Secretary, Native Department to Adams and Harley, Nelson, 14 April 1910 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt

In late June 1910, Hemi Matenga's lawyers wrote again to the chairman of the Aotea District Maori Land Board about the difficulty of getting rents paid. They enclosed a deed of assignment from Hira Parata and Hemi Matenga ('assignors' as executors of Wi Parata's will) to Hemi Matenga ('assignee'). Dated 3 May 1910, the deed assigned:

> the rents now accrued and not yet paid to the Assignee and also all rents hereafter to accrue in respect of the said Parata Native Township or any part thereof together with all the rights and interests vested in or belonging to the said Wi Parata Kakakura at the date of his death under "The Native Townships Act, 1895" in respect of the said Township.[566]

The lawyers stated that 'Doubtless the Board will now see that all rents are paid to our client.'[567] The board seemed satisfied that the deed of assignment had resolved the issue around the rents, stating in an internal memorandum that Hemi Matenga could now 'be regarded as *the beneficial owner of the rentals,* and as such is entitled to the sum at credit of the account' [emphasis added].[568]

However, by the end of August 1910 no rent voucher had been issued. Hemi Matenga's Nelson-based lawyers wrote to the district Maori land board asking for the rents to be paid to him.[569] At last on 12 September 1910 the accrued rents were paid and a voucher for £100 was sent to the Post Office in Nelson for Hemi Matenga to collect.[570] The lawyers were promised that a full statement of accounts would follow. [571] This was not supplied for nearly two months, with the lawyers writing letters on 6 October and 2 November seeking the information they had been promised.[572] A full statement of accounts and a schedule of the leases was supplied on 16 November 1910. The board's clerk explained that the delay had been caused by the board's heavy workload in Wairarapa and Hawkes Bay.[573]

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[566] Deed of Assignment between Hira Parata and Hemi Matenga and Hemi Matenga, 3 May 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[567] Field, Luckie & Twogood, Wellington to the Chairman, Aotea District Maori Land Board, 27 June 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[568] Memorandum of J B Jack, President, Ikaroa District Maori Land Board, 11 July 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[569] Adams and Harley, Nelson to the President, Aotea District Maori Land Board, Wanganui, 27 August 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[570] J B Jack, President, Ikaroa District Maori Land Board to Adams & Harley, Nelson, 12 September 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[571] J B Jack, President, Ikaroa District Maori Land Board to Hemi Matenga, Wakapuaka, Nelson, 12 September 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[572] Adams and Harley, Nelson to J B Jack, President, Ikaroa District Maori Land Board, Wanganui, 6 October 1910 and Adams and Harley, Nelson to J B Jack, President, Ikaroa District Maori Land Board, Wanganui, 2 November 1910 both in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[573] Clerk, Ikaroa District Maori Land Board to Adams and Harley, Nelson, 16 November 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

Not surprisingly, given how irregular rent payments to Hemi Matenga were because of these delays and obstacles, neither he nor his lawyers were aware that the board's practice was to pay rents half-yearly. Near the end of January 1911, Hemi Matenga's lawyers contacted the board again, expressing concern that no further rents had been paid and seeking to have them paid as soon as possible:

> We have had a very lengthy interview with Mr Hemi Matenga the beneficiary of the Parata Township rents and he is grumbling much about the non-payment of the Township rents. It is a long time since the rents were paid & we think you will agree with us that Mr Hemi Matenga has some cause of complaint.'[574]

It was only then that the board replied that 'it is not the intention of the board to disburse accrued rents more often than half-yearly.' They noted that the last rents were paid to Hemi Matenga in the previous September, so considered that he had little cause for complaint. However, as the balance in the account stood at £60, the board decided to immediately forward £50 to the Postmaster at Nelson for payment to Hemi.[575]

Having, it seems, finally settled the matter of the rents, Hemi Matenga then requested that the rents be paid directly to his lawyers rather than having them sent to him via the Post Office in Nelson. On 6 October 1910, his lawyers wrote to the Maori land board to this effect, stating that they understood that 'some general order or direction signed by him will be necessary before we can receive the money', and asked for information on what documentation was needed.[576] Hemi Matenga wrote and signed a letter to the Postmaster at Nelson asking that the rents be paid to his lawyers. The Postmaster refused to do so without hearing from the Maori land board. Hemi Matenga's lawyers asked the board to address the matter with the Postmaster and asked again for some formal authority to allow them to receive the rents on Hemi Matenga's behalf.[577] The board replied that little could be done, as the existing statutes required 'the Native's signature to the receipt for the amount of rent to be obtained' each time a rent voucher was collected. The best they could offer was for future payments to be sent to some

[574] Adams and Harley, Nelson to J B Jack, President, Ikaroa District Maori Land Board, Wanganui, 26 January 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[575] J B Jack, President, Ikaroa District Maori Land Board to Adams & Harley, Nelson, 8 February 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[576] Adams and Harley, Nelson to J B Jack, President, Ikaroa District Maori Land Board, Wanganui, 6 October 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[577] Adams and Harley, Nelson to J B Jack, President, Ikaroa District Maori Land Board, Wanganui, 17 February 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

Post Office nearer his home.[578] These requirements were clearly designed to reduce fraud and make sure rents were indeed paid to the people entitled to them. However, in this case they were yet another barrier to Hemi Matenga' full enjoyment of the revenue generated by his township lands. The issue was clearly important to him, as he wrote personally to the Maori land board in October 1911 to authorise M P Webster of Nelson (his new agents) to receive the rents on his behalf.[579]

While the Crown regarded Hemi Matenga as the beneficial owner of the rents, this did not resolve the underlying issue of the beneficial ownership of the township lands. In August 1910, the president of the land board asked the registrar of the Native Land Court at Wellington for 'a certificate stating who is the beneficial owner of the land comprised in this township, which forms part of Ngarara West C No. 41.'[580] It is unclear what action was taken regarding this request, but there is no indication that the issue of beneficial ownership was resolved in Hemi Matenga's lifetime.

At first sight, it is difficult to understand why Crown officials did not know of and/or acknowledge that the transfer from Wi Parata to Hemi Matenga had taken place. As discussed above, this was noted in the survey office's own file on the township in an annotation dated 15 October 1901.[581] The annotation records that the transfer was produced at the District Land Transfer Office at 11am on 27 November 1900.[582] A new title was then issued to Hemi Matenga, a portion of Ngarara West C section 41(including the township site) in late 1900.[583] The fact that this new title was issued shows that the transfer to Hemi Matenga was registered and relied upon by the District Land Registrar.

It was not until 1966 it was realised that a long-running failure of the Maori Land Court to keep adequate records was to blame for their inability to acknowledge the transfer and with it Hemi Matenga's status as sole beneficial owner. Concerns were first raised by staff at the Maori Trustee's office about the state of the records in 1956, during preparation of a schedule of the

[578] J B Jack, President, Ikaroa District Maori Land Board to Adams & Harley, Nelson, 20 February 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[579] Hemi Matenga to President, Ikaroa District Maori Land Board, 11 October 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[580] J B Jack, President, Ikaroa District Maori Land Board to the Registrar, Native Land Court, Wellington, 30 August 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[581] File note dated 15 October 1901 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[582] WGN CT 62/73, annotation of Transfer 37437 on that title.
[583] WGN CT 112/63, date on copy is difficult to read, October or November 1900

Parata Native Township lands showing what had happened to each section. A handwritten note on the bottom of a schedule of leases as at 8 May 1956 stated that 'when signing the certificates on folios 71 and 77, I noticed that this file was in a very confused state … Mr Barber also commented on this and Mr Wheeler says this and other Township files appalled him when making an inspection some time ago.' The records were considered so unreliable that the schedule had been 'compiled from the Title in the Land Transfer Office.'[584]

This state of affairs seems to have persisted. In 1966, when the Maori Trustee was preparing to close his file on the township, the matter of their record of Hemi Matenga's ownership of the township land arose. In March 1966, a file note summed up the situation that had existed since Hemi Matenga's death in 1912, stating that 'the beneficial legal Ownership in reversion of the Parata M[aori] Township is in some doubt. Administratively the rents have been paid to the Hemi Matenga Estate not as owners but under a Deed of Assignation of rents.'[585] Staff were instructed to make 'an investigation to get the matter cleared up' as 'the question has arisen on the Sale of the sections in the township and it is felt that the MLCt records should be cleared up now.'[586] The Maori Land Court's files on the township were therefore clearly deficient.

By October 1966, title to Parata Native Township lands had been clarified and the relevant documents finally added to the Maori Land Court's records. The file note stated that 'the Photostat copy of Transfer 37437 [from 1900] has now been received on [Maori Land Court] file Oti 628 and is to be held in the Court title record.' It went on to explain that the transfer showed that a portion of section 41 Ngarara West C, including the township had been transferred from Wi Parata to Hemi Matenga on 27 October 1897. A preliminary note on the matter in June 1966 noted that the transfer had been registered on 27 November 1900.[587] The October 1966 file note ended by saying that 'this merely confirms what has been understood all along but which was not clear from our records or from the records of the Court.[588] Had these deficiencies in the records been detected and addressed earlier, Hemi Matenga would not have faced such difficulty and delays in receiving the revenue he was entitled to.

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[584] Note to Mr Moore on bottom of Schedule of Leases as at 8 May 1956, dated 14 May 1956 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt
[585] Note to Mr Douglas, 14 March 1966 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt
[586] Note to Mr Douglas, 14 March 1966 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt
[587] Summary of Parata Native Township title by T P Tawhai, 28 June 1966 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt
[588] File note signed by J A MacKinnon, 11 October 1966 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt

Figure 22: Hemi Matenga (centre) with Utauta Webber (nee Parata) on the right and Tiro Parata on the left, c. 1900
(Source: Spratt/Webber Collection, Parapaparumu Public Library)

3.6.3 Hemi Matenga's estate and the beneficiaries of his will, after 1912

The death of Hemi Matenga on 26 April 1912, and the provisions of his will resulted in a change in the beneficial ownership of Parata Native Township. This section outlines who the legal beneficial owners were after 1912, what this meant in terms of who could make decisions about the leasing and selling of the township, as well as who received the revenue from the township. The next section of the chapter examines the impact these changes had on the ability of the beneficiaries of Hemi Matenga's will to retain and benefit from Parata Native Township once the Native Townships Act 1910 permitted lessees to purchase the freehold of township sections.

On his death, Hemi Matenga owned a significant amount of land, houses, livestock and other chattels at Nelson, Porirua, Waikanae, Kapiti Island and at Onaero in North Taranaki. In his

will he made specific gifts of property and other possessions to his daughter Amae Stephens and to Wi Parata's children and grandchildren (his nieces, nephews, and great nieces and nephews). He also made several bequests to churches and cultural institutions.[589] Parata Native Township land was not specifically dealt with in these bequests, except in as far as he left all his horses, vehicle and harness at Waikanae to his great-niece Tiro Pehi Parata, as well as his house and two-acre section at Waikanae for her occupation, use and enjoyment during her lifetime.[590] She is pictured with Hemi Matenga in Figure 22 above in about 1900. This was the house he had built on section 25 of the township, one of the Native allotments. The fate of this section is discussed in chapter 4.

In his will Hemi Matenga specified that all the residual property not dealt with in specific bequests were to be managed by two trustees: 'Malcolm Pratt Webster of the City of Nelson Provision Merchant and Thomas Neale of the City of Nelson Produce Merchant.'[591] These were clearly men that Hemi Matenga trusted and considered were the best people to safeguard his estate after his death. In his will he described Malcolm Webster as someone 'who has for many years past assisted me in the management of my affairs and is fully conversant therewith.' He appointed him to 'keep the accounts in connection with the administration of my estate and the execution of the trusts in this my will and generally act as the Accountant to my Trustees and my estate.'[592] It is not known whether the two men were Māori or had any understanding of the cultural and spiritual significance of the land to the beneficiares of Hemi Matenga's will, on whose behalf they would act.

Hemi Matenga's will was proved and probate was granted on 15 July 1912. This gave practical effect to his wishes and Webster and Neale took over the management of his estate. By January 1914, the Native Land Court had formally appointed them as legal successors to Hemi Matenga, albeit in their capacity as trustee on behalf of the beneficiaries of his will. On 20 May 1913, the Maori land board expressed concern that the beneficial ownership of Parata Native Township was unclear and said that until that was resolved they would not provide further written information about the township leases, although the trustees could come to the board's

[589] Will of Hemi Matenga, dated 22 November 1911, ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[590] Will of Hemi Matenga, dated 22 November 1911, ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[591] Will of Hemi Matenga, dated 22 November 1911, ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[592] Will of Hemi Matenga, dated 22 November 1911, ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt

office and inspect the accounts at any time.[593] The president of the district Maori land board considered it necessary for the Native Land Court to 'determine the person or persons beneficially entitled to the late Hemi Matenga's interests in the Township and to the proceeds of any alienation thereof.' He explained that under section 424 of the Native Land Act 1909, the township revenues were defined as a trust fund, and such funds were 'not payable to executors or administrators' of deceased estates.[594]

On the same date, the board wrote to the Registrar of the Native Land Court in Wellington noting that probate to Hemi Matenga's estate was granted on 15 July 1912 and that 'The Board is desirous, therefore, that a Succession Order should be made by the Native Land Court in terms of Section 149 of the Native Land Act, 1909, in favour of the beneficiaries under the will.'[595] Section 149 of the 1909 Act gave the Native Land Court exclusive jurisdiction to determine succession under a will or estate and then to issue a succession order.

It was not until the beginning of 1914 that the matter was resolved. The Native Land Court issued a succession order dated 14 January 1914 appointing:

> Malcom Pratt Webster m. and Thomas Neale m. as trustees under the will of Hemi Matenga, deceased appointed in pursuance of Sec 150 of the Native Land Act 1909 are the persons who are entitled to succeed to the interest of and in the said land [Parata Township] as from 26 April 1912.[596]

So, although the trustees of the estate were appointed as successors, section 150 of the Native Land Act 1909 required that their status as trustees remained and was recorded in the succession order:

> If an interest in Native land is devised by the will of a Native to any person in trust (otherwise than as a bare trustee) the succession order shall be issued in the name of the trustee but the existence of the trust shall be set forth on the face of the order by reference to the will of the deceased.[597]

Importantly, given the Maori land board's Crown's continued difficulty in recognising the trustees of Hemi Matenga's estate as having authority to receive rents, the Act also provided that such a succession order was to 'be considered conclusive proof of the title of the successor

[593] President, Ikaroa District Maori Land Board to M M Webster, Nelson, 20 May 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[594] President, Ikaroa District Maori Land Board to M M Webster, Nelson, 20 May 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt citing section 424(1)(e) of the Native Land Act 1909
[595] President, Ikaroa District Maori Land Board to Registrar, Native Land Court, Wellington 20 May 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[596] Succession Order for the interests of Hemi Matenga's interests in Parata Township, dated 14 January 1914 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[597] Section 150, The Native Land Act 1909

to the interest to which he is therein declared to be entitled.'[598] From here onwards, the Crown dealt solely with the trustees of the estate, not with Wi Parata's children and their offspring who were the chief beneficiaries of Hemi Matenga's will. This decision of the court under the legislation to give the trustees all the power (and not the beneficiaries of the will), including the power to sell, proved to be one of the key reasons why there is little left of Parata Native Township today.

The terms of Hemi Matenga's will also had significant bearing on what happened to the revenue from Parata Native Township. The trustees of the estate were charged with managing the income from this and other residual property as a 'residuary fund.' They were empowered to 'postpone the sale and conversion' of any part or parts of his 'residuary real and personal estate for so long as they shall think fit,' with the proceeds to be added to the residuary fund. They were also permitted to 'let such property on any terms & conditions' they thought fit, and 'accept surrender of such leases and manage and expend money to maintain such properties as required.[599]

With regard to disposing of the residuary fund, the trustees were empowered by the will to 'expend such part as they should think fit of the income towards the education, advancement in life or for the benefit of certain persons named in the Will'. Once they had done this they were required to 'accumulate and invest the net income in each year not applied for the benefit of these beneficiaries.'[600] But after the death of the last of Wi Parata's children (named in the will as Matapere Ropata, Winara Parata, Hira Parata, and Utauta Webber) the trustees were to pay the New Zealand Maori Mission Board the sum of £1,000 and then the residuary fund was to be divided into equal shares for the named offspring of Wi Parata's children.[601]

In terms of the township revenue this meant that although the township revenue was being paid to the trustees of the estate, it was not being distributed to the beneficiaries of the residuary fund. Instead it was being reinvested by the trustees as required by Hemi Matenga's will, until

[598] Section 151, The Native Land Act 1909
[599] Will of Hemi Matenga, dated 22 November 1911, ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[600] Petition of Reuben Tiwini and Konehu Bailey and Ernest Morton Ryder of Levin, surviving Trustee of the Estate of Hemi Matenga late of Wakapuaka, n/d [1944] (Petition No. 16/1944) in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt
[601] These were listed as 'Mateapere Ropata's children – George Ropata, O'namoana, Herepere, Te, and Pahia); Winara Parata's children - Paioke, Raw, Hauangi and Tata; Hira Parata's child – Tohuroa; and Utuauta Webber's children – Tukumaru, Rarangi, Smike and Narona and the two other children of Utauta Webber' (Will of Hemi Matenga, dated 22 November 1911, ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt)

that eventual distribution to the great nieces and nephews. While this protected and grew the assets of the estate, the township proceeds did not provide a regular income for the beneficiaries (aside from the annuities for the female members of his whānau – Amae Stephens, Utauta Webber and Tiro Pehi Parata – that were specified in the will itself). The next section of this chapter on freeholding discusses the petitions, litigation and legislation that resulted from concerns about how these provisions would operate.

In fulfilling their role as trustees under the terms of Hemi Matenga's will, Webster and Neale experienced considerable difficulty in receiving regular rent payments from the Maori land board (and later Maori Trustee), as well as information about the township leases and how the Native township regime worked. By January 1913, the trustees were seeking a detailed statement of the account and a correct list of tenants and sections they occupied.[602] Two months later, only a simple balance sheet was supplied.[603] In May 1913, the Maori land board informed the trustees that one of the lessees, Henry Priddey, wished to purchase the freehold of his township section (this is discussed in the next section of this chapter).[604] However, the trustees were very reluctant to respond to applications for freehold until they had a better understanding of the position of the township leases. They had not received a response to their requests for information. They stated they had 'been waiting patiently now for near two months, not only for the Government Valuation, but for some definite information regarding overdue rents, and a detailed statement showing the position of the a/c.'[605]

The need for a succession order to enable the trustees to receive proceeds from the township caused delays in receiving payment from the district Maori land board. On 21 April 1914, the trustees wrote to the board acknowledging the last rent payment they received of £29 7s 7d in January 1913. They recognised that the delay in paying out rents was due to the question of beneficial ownership of the township, but noted that 'now there is one year & nine months revenue to be accounted for.' They asked for this to be 'adjusted' and for a detailed statement

[602] M M Webster, Nelson to the President, Ikaroa District Maori Land Board, 22 January 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[603] President, Ikaroa District Maori Land Board to M W Webster, Nelson, 12 March 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[604] President, Ikaroa District Maori Land Board to M M Webster, Nelson, 12 May 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[605] M M Webster for the Trustees of Estate of Hemi Matenga, Nelson to President, Ikaroa District Maori Land Board, 16 May 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

of accounts to be provided. [606] From this point onwards, rents were indeed paid regularly to the trustees of Hemi Matenga's estate but only, it appears, because they wrote twice a year to the Maori land board to ask for rents and a statement of accounts.[607]

When the trustees failed to remind the board, payments to them became overdue. For example, in April 1924 the trustees wrote to the board saying that 'as it is some time since the Trustees in the above Estate had any communication from your Board and as there may be funds to our credit, (if so), we would be obliged if you would kindly remit same at your earliest convenience.'[608] A voucher for rents and a balance sheet with a list of sections freeholded to date were quickly supplied.[609] A letter in July 1925 asking if any rents were accrued and whether all the sections were leased, however, seems to have gone unanswered.[610] In September 1929, Thomas Neale, as surviving trustee, wrote to the board saying:

> There has not been any payments made by you since November 1926 – I naturally have my own ideas about your duty in this matter but one hesitates to say just what they think and feel – Often we are wrong and regret it afterwards – However please tell me the position as you recognise it. My co Trustee Mr Webster died in June last – I have taken over all the Estates affairs and have them right up to date now —With this exception.[611]

The board's reply on 18 September 1929 confirmed that it had not been in the habit of automatically paying the rents to the trustees of the estate, but had done so only on request:

> I find that previous remittances of rents etc due to this estate have been forwarded by this Board when requested so to do by the late Mr Webster. His last request is dated 21st July 1925, and no communication has been received since that date from either Mr Webster or yourself.

The board enclosed a voucher for rents accrued, a list of sections leased and undertook to 'remit rents on hand every year in April' in the future.[612]

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[606] M M Webster for the Trustees of Estate of Hemi Matenga, Nelson to President, Ikaroa District Maori Land Board, 24 June 1914 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[607] See correspondence between M P Webster for the Trustees of Estate of Hemi Matenga, Nelson and the Ikaroa District Maori Land Board between 18 September 1914 and 6 October 1922 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[608] M P Webster, Trustee of Hemi Matenga's Estate, Nelson to the President, Ikaroa District Maori Land Board, 14 April 1924 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[609] Registrar, Ikaroa District Maori Land Board M P Webster, Trustee of Hemi Matenga's Estate, Nelson, 16 April 1924 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[610] M P Webster, Trustee of Hemi Matenga's Estate, Nelson to the President, Ikaroa District Maori Land Board, 21 July 1925 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[611] Thomas Neale, Trustee of Hemi Matenga's Estate, Nelson to the Secretary, Ikaroa District Maori Land Board, 16 September 1929 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[612] Registrar, Ikaroa District Maori Land Board, Thomas Neale, Trustee of Hemi Matenga's Estate, Nelson, 18 September 1929 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt

Although Neale was grateful for the rents and schedule of leases, he pointed out that remitting rents only when requested was not satisfactory, as he lost opportunities to invest the funds and earn interest for the estate. In consequence, he asked that rents be paid to the estate regularly every half-year.[613] The board provided an updated schedule of the township leases and agreed to pay the rents half-yearly in April and October in future, but the trustee still had to send twice-yearly formal requests to the board as well: 'as these rents are due to the estate of Hemi Matenga they should be brought to charge in the books of the estate and you should make a formal half-yearly demand on this office when such rents are payable to you.'[614] Neale was very satisfied with these arrangements.[615] On 8 October 1929, the rents were paid over to Neale as surviving trustee. These arrangements appear to have worked smoothly, with balance sheets being supplied and rents paid to the estate twice a year until at least 1933.[616]

3.7 Freeholding of township sections

3.7.1 Statutory provisions for freeholding

Between 1895 and 1910 restrictions on the power of Māori owners to sell their interests in Native townships were progressively removed. The Native Townships Act 1895 contained only very limited powers for Māori owners to sell their interests in township lands. Native allotments could not be sold at all.[617] Any Māori owner was permitted to sell their interests in the township to the Crown if the land in question 'at the time of the passing of this Act is subject to any notification under section sixteen of "The Native Land Purchases Act 1892", but not further or otherwise.'[618] This appears to have provided for the sale of interests in township land only in cases where a purchase by the Crown was already underway before a township was proclaimed.[619]

The Native Townships Act 1910 significantly widened the powers of the Crown and the district Maori land boards to sell township land. These provisions reflect growing pressure by lessees

[613] Thomas Neale, Trustee of Hemi Matenga's Estate, Nelson to the Registrar, Ikaroa District Maori Land Board, 16 September 1929 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[614] Registrar, Ikaroa District Maori Land Board, Thomas Neale, Trustee of Hemi Matenga's Estate, Nelson, 26 September 1929 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[615] Thomas Neale, Trustee of Hemi Matenga's Estate, Nelson to the Registrar, Ikaroa District Maori Land Board, 30 September 1929 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[616] See correspondence between Neale and the Maori Land Board in in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[617] Section 18(1), The Native Townships Act 1895
[618] Section 18(1), The Native Townships Act 1895
[619] Boulton, 2003, Wai 903, A39, p 59

to acquire the freehold of township land. The Act in fact provided several mechanisms for the alienation of township land by sale. The boards were empowered to sell township land to the Crown or to 'any persons' with the 'precedent consent' of the beneficial owners.[620] The Crown was able to purchase directly from owners where a resolution to sell the land had been passed at a meeting of assembled owners.[621] These provisions for the Crown and administrators of the Native townships to sell township sections with the consent of the Māori beneficial owners were brought forward into sections 85 and 86 of the Maori Reserved Land Act 1955, under which the Maori Trustee administered remaining Native township lands.[622]

The Maori Reserved Land Act 1955 also made it possible for Native township sections to be re-vested in owners. Where the Minister of Maori Affairs was 'satisfied that any township land is no longer required for that purpose', the Minister could then 'apply to the Court for an order declaring the land to be no longer subject to the provisions of this Act, and the Court may make an order accordingly.'[623] However, any re-vesting would not affect the status of public reserves, or valid leases and other encumbrances on the land.'[624]

3.7.2 Pattern of freeholding

Within a couple of years of the passing of the Native Townships Act 1910, a small number of lessees began applying to purchase the freehold of their sections in Parata Native Township. However, these initial applications were dealt with slowly by the Maori land board and trustees for Hemi Matenga's estate. As a result, the township remained, to all intents and purposes, leasehold until after 1920. The exceptions to this pattern were the taking of part of section 4 for a post office in 1907, the purchase of a site for a new school and the disposal of the sections originally reserved for a school site in 1908. These are discussed in the section on public reserves and roads in chapter 4.

The 1920s saw a significant increase in freeholding in the township. Of the 36 regular township sections, 18 (50 per cent) were freeholded during this decade. This accounted for 15.33 acres, which represented 49.2 per cent of the total acreage of regular township sections. This was then

[620] Section 19 and section 23(1) respectively, The Native Townships Act 1910
[621] Section 18, The Native Townships Act 1910
[622] Report of a Commission of Inquiry into Maori Reserved Land, in *AJHR* 1975 H-3, p 50. Boulton, 2003, Wai 903, A39, p 92
[623] Section 87(1), The Maori Reserved Land Act 1955
[624] Section 87(3) and section. 87(6) respectively, The Maori Reserved Land Act 1955. Boulton, 2003, Wai 903, A39, pp 76-77

followed by a twenty-year period of stability, with just one further section being freeholded between 1930 and 1950. There were several reasons for this hiatus. Legislation in 1941, which prohibited the trustees of Hemi Matenga's estate from selling land, played a significant role in this pattern. This is discussed in detail later in this section. The financial uncertainty of the Depression in the 1930s and the disruptions of World War II may also have led to fewer lessees being able to purchase their sections.

The final period of intensive freeholding activity took place in the 1950s and early 1960s. Of the 36 regular township sections, 13 (36.1 per cent) were freeholded during this period. This accounted for 11.77 acres, which represented 37.8 percent of the total acreage of regular township sections. In all, these two intensive periods of freeholding alienated 86.1 per cent of the sections (31 of the 36 regular township sections) or 87 per cent of the total acreage of the township sections. These figures are shown in Table 10 below. A number of factors contributed to this fresh wave of alienation. The repeal of restrictions on the alienation of Hemi Matenga's estate in 1948 was a significant factor, but post-war prosperity, better transportation between Waikanae and Wellington, and the emergence of Waikanae as a holiday and retirement destination all played a role in increasing demand for freehold property in Parata Native Township.

The township was almost completely alienated from Māori ownership by 1970. Today only section 41, the urupā adjacent to the church remains in Māori ownership. This amounts to just over a quarter of an acre (0a 1r 12p).[625] The freehold/leasehold status of each section within Parata Native Township at decade intervals is depicted in the sequence of maps in this section (Figure 23 to Figure 26).

Era	No. sections	A_dec	% sections	% acres
1920s	18	15.33	50.0%	49.2%
1950s/60s	13	11.77	36.1%	37.8%
Total	**31**	**27.1**	**86.1%**	**87.0%**

Table 10: Number and percentage of sections and acres freeholded during intensive periods of freeholding

[625] WN CT 889/76

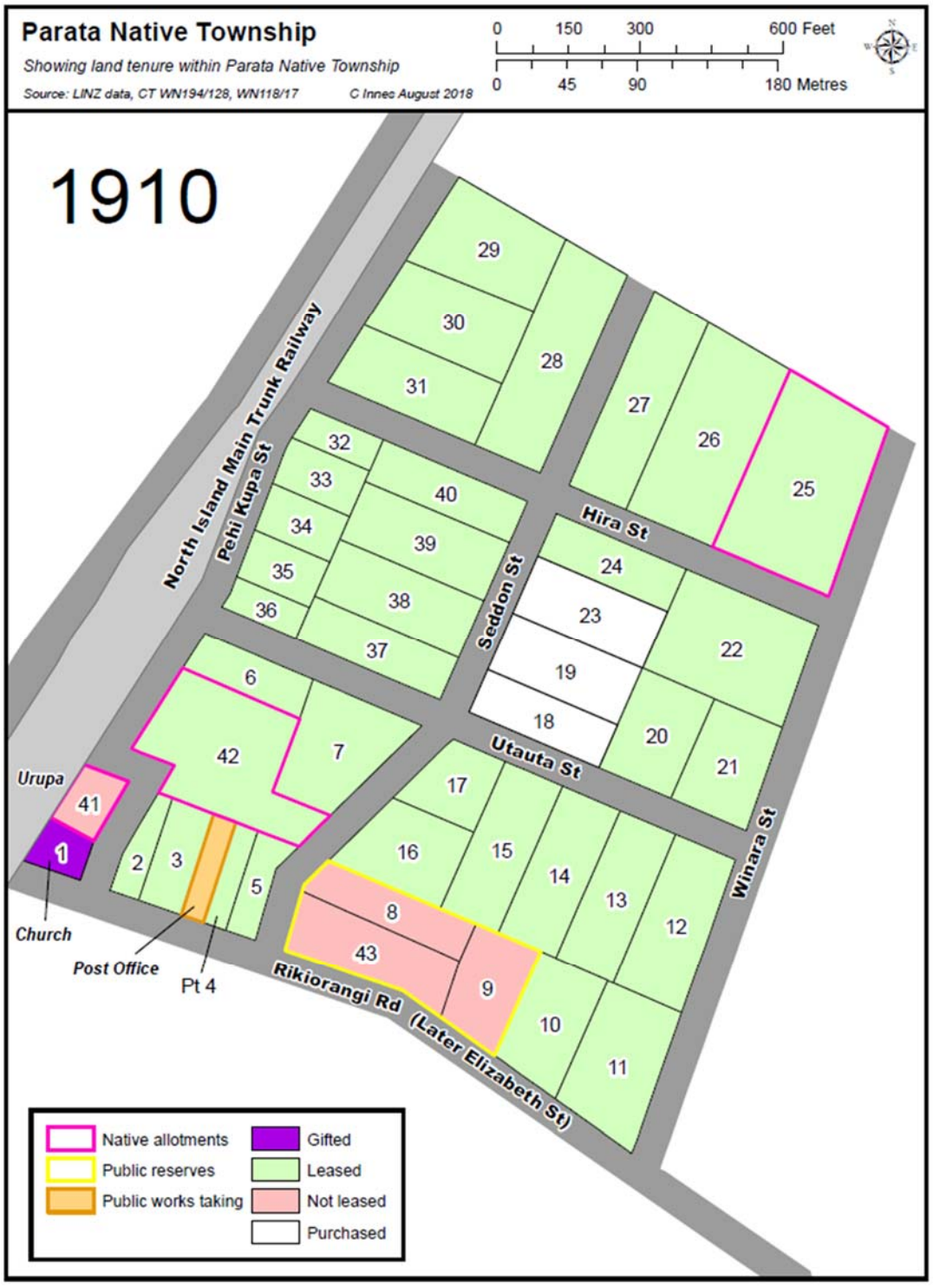

Figure 23: Parata Native Township land tenure, 1910
(Source: Base map DP 1031, data from LINZ title search)

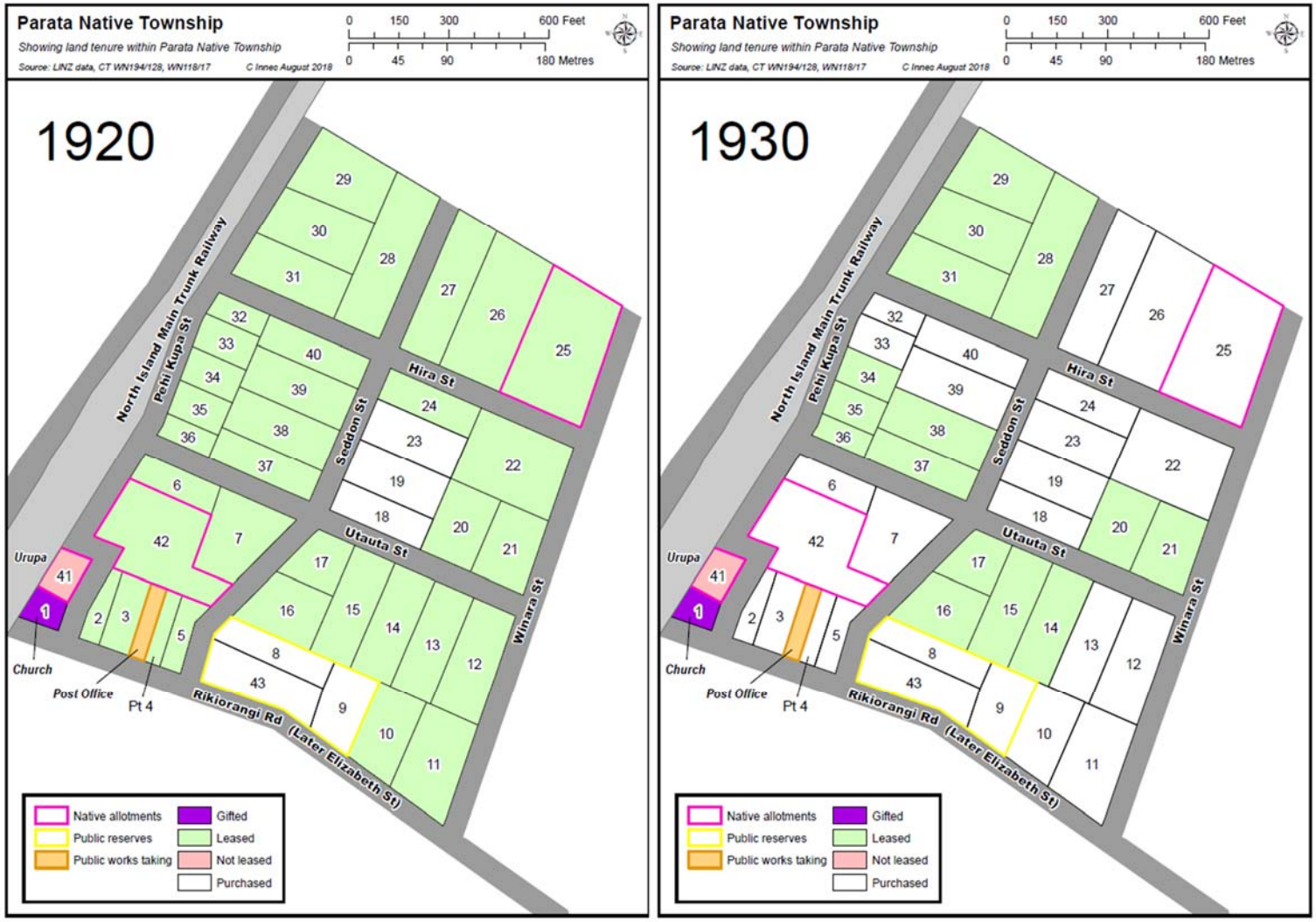

Figure 24: Parata Native Township land tenure, 1920 and 1930
(Source: Base map DP 1031, data from LINZ title search)

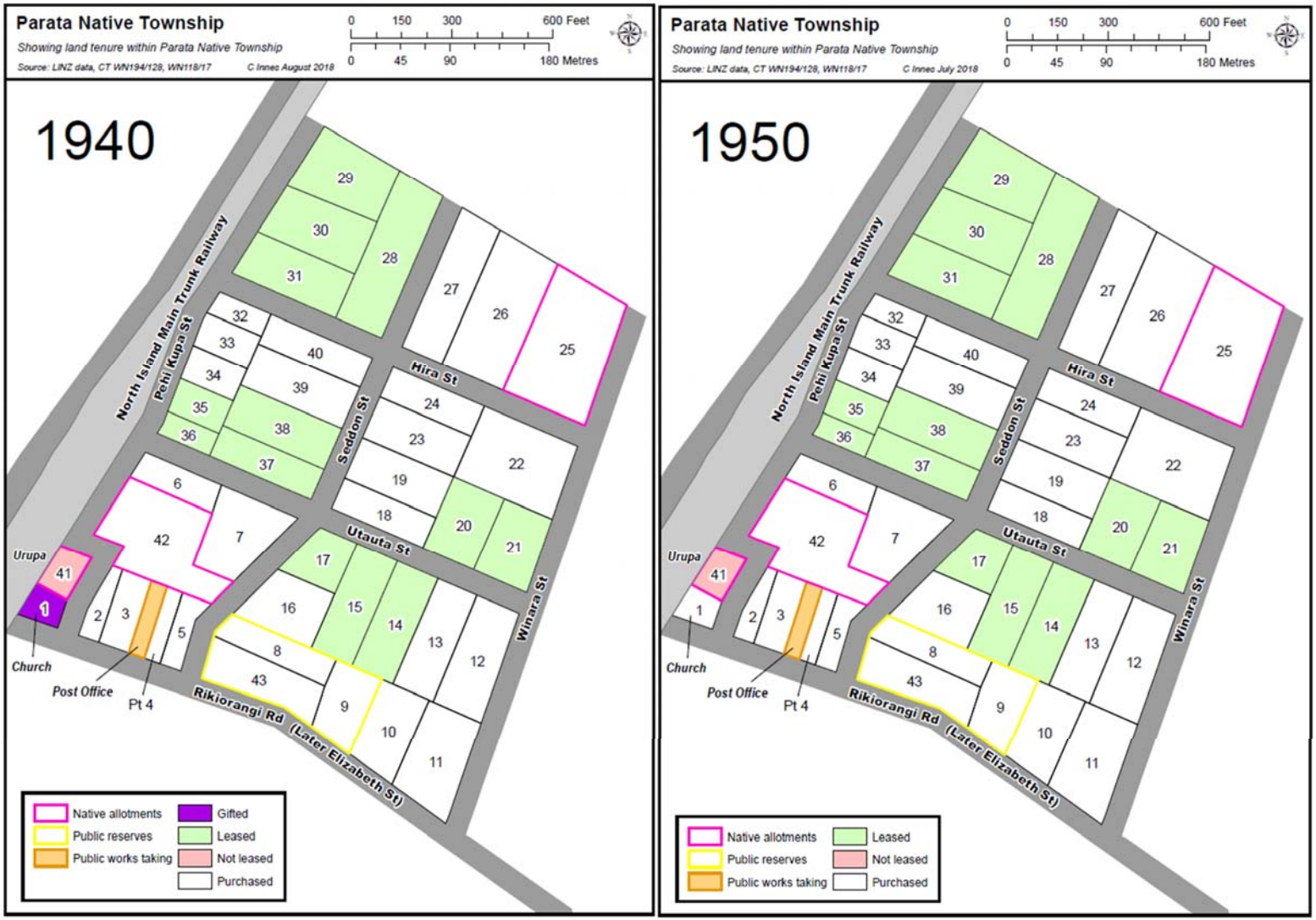

Figure 25: Parata Native Township land tenure, 1940 and 1950
(Source: Base map DP 1031, data from LINZ title search)

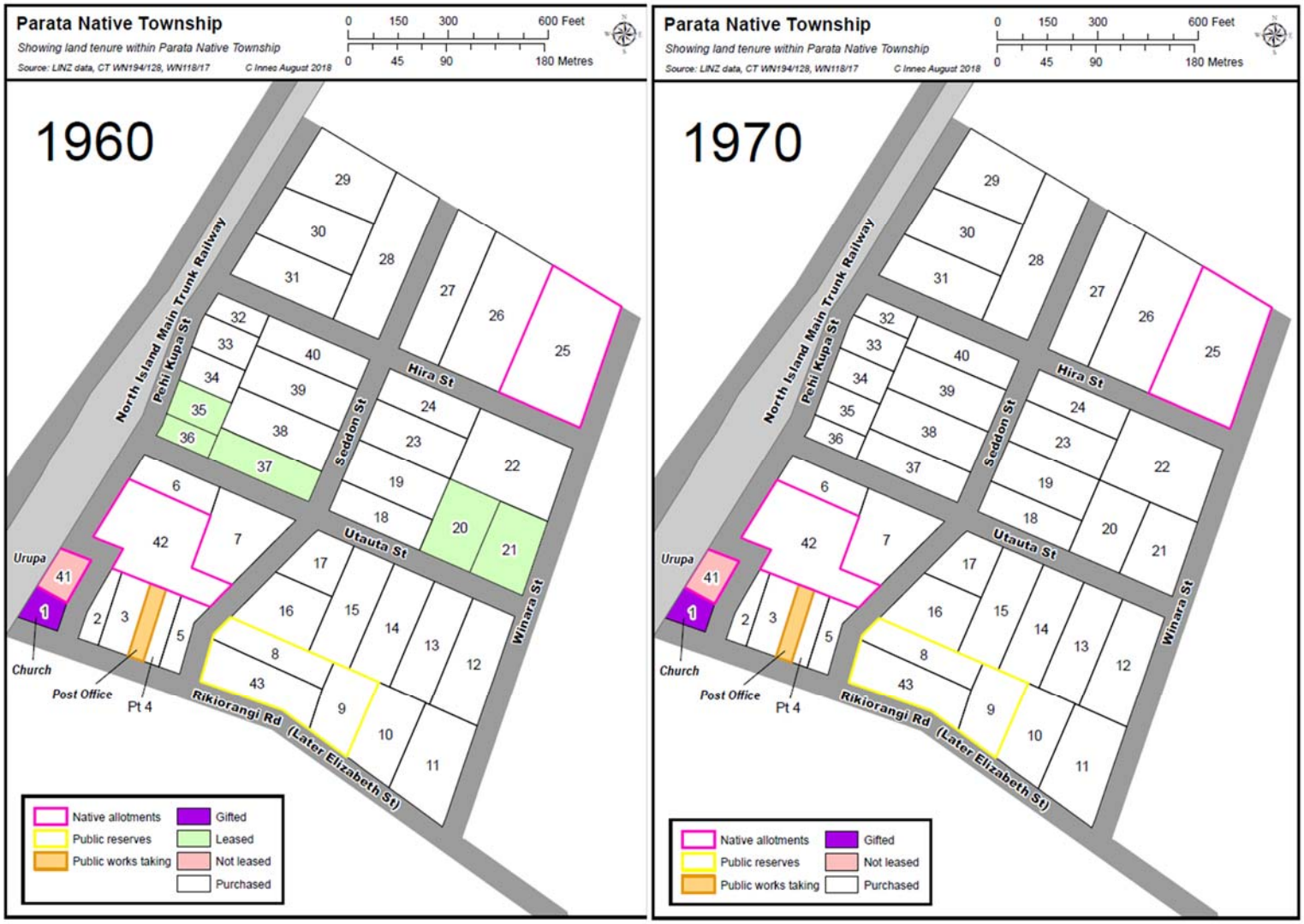

Figure 26: Parata Native Township land tenure, 1960 and 1970
(Source: Base map DP 1031, data from LINZ title search)

3.7.3 Hemi Matenga and applications to freehold in the 1910s

By 1909/1910 Hemi Matenga had expressed a desire for some of the township sections to be sold to lessees and the evidence suggests that he sought some control over that process. He supported a degree of freeholding in the township as a strategy for economic growth and as a remedy for the lack of development which had become so evident. These aspirations and this strategy echo his January 1900 call for township lands to be sold to draw settlers into the area and open his other land in section 41 Ngarara West C for leasing. His desire and expectation of an active role in negotiations for freeholding are consistent with his determination to continue to be involved with leases and lessees in the township, despite its administration by the Crown and Crown-appointed bodies.

In November 1909, Hemi Matenga's lawyers wrote to the Under Secretary for Lands 'because Mr Martin [i.e. Hemi Matenga] wishes to know, in the event of any of the township lands being sold, whether the purchase money will be able [sic] to him direct.'[626] In response they were informed that 'so far legislation has not been provided enabling the purchase of these lands but this matter is now receiving the attention of the Government.'[627] It is possible that his question had arisen because he had heard that new township legislation would include a freeholding provision. During debate on the Native Townships Bill in 1910, W H Field, then Member of the House for Ōtaki, also reported that Hemi Matenga wanted the option of being able to sell township land:

> In the case of the township in my district, however, the owner is a wealthy man – a half-caste: a brother of the late Wi Parata, who is well able to conduct his own affairs – and I know that it is his desire to be allowed the power to sell if possible. I do not know that he would sell; but it seems a pity, if he is willing to sell, and since he has ample property for his future maintenance, that he should not be allowed to sell to tenants who are willing to buy.[628]

Field of course had a vested interest in these provisions being passed, as he leased one of the township sections.

Once the Native Townships Act had been passed in 1910, Hemi Matenga reiterated his wish to sell some of the township sections to boost the development of the town, which, as already

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[626] Adams and Harley, Nelson to the Under-secretary of Lands, 22 November 1909 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt

[627] Under-secretary of Lands to Adams and Harley, Nelson, 7 December 1909 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt

[628] *NZPD,* vol. 151, p 275. When Native Minister, James Carroll asked Field what township he was referring to, Field stated that he was talking about the Parata Township at Waikanae.

discussed, had been significantly retarded. On 18 September 1911, his lawyers told the Maori land board that:

> Mr Matenga also wishes to say that he is desirous of selling a number of the sections in this township, feeling, as he does, that it will be an advantage to the place and the individuals that the lessees would become fee simple owners. He desires us to ask what view the board will take of this proposal.[629]

In support of the suitability of such a path his lawyer argued that 'he is, of course, practically a European, with ample land and means and there should be no objection, so far as we can see, to his being allowed to sell.'[630] In 1911, however, the board was not inclined to begin freeholding the township sections and seemed keener to encourage longer-term 99 year ('Glasgow') leases, which they also had the power to issue under the Native Townships Act 1910. It was implied that such leases would provide greater security of tenure than the existing 21 year leases and encourage lessees to invest in improvements. The president of the board replied stating that:

> I am not at present prepared to say what view the Board will take later of the matter, so far as the proposal relates to leased lands. Lessees may convert their leases into "Glasgow Leases". [99 year leases with right of perpetual renewal]. At present the Board has in view the question of offering for competition, Glasgow leases of Sections 29, 30 and 31 Block I, which are at present vacant. Perhaps Hemi would agree to those being sold instead of leased.[631]

In January 1912, Hemi Matenga's lawyers repeated his desire to sell certain sections of the township, again pointing out his large landholdings and his being 'as much European as Maori.' They asked for the board's position on the matter.[632]

In 1912 the district Maori land board's position on freeholding could be characterised as a neutral one; neither promoting nor discouraging freeholding, but willing to consider applications by lessees to purchase their sections as and when they were submitted. There were three initial enquiries about freeholding, the first in July 1912 from Florence Cruickshank whose solicitor had told her that she could buy the freehold with the consent of the Māori owner or trustees.[633] The second was from Henry Priddey, who stated that 'the Trustees of Mr

[629] Field and Luckie, Wellington to the President, Ikaroa District Maori Land Board, Wanganui, 18 September 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[630] Field and Luckie, Wellington to the President, Ikaroa District Maori Land Board, Wanganui, 18 September 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[631] President, Ikaroa District Maori Land Board, Wanganui to Field and Luckie, Wellington, 21 September 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[632] Field and Luckie, Wellington to President, Ikaroa District Maori Land Board, 25 January 1912 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[633] Florence Cruickshank, Waikanae to President, Ikaroa District Maori Land Board, 25 January 1912 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

Matenga's estate informed me that the Freehold of the Parata Native Township sections could be had by applying to the President of the Ikaroa District Maori Land Board.'[634] The third was from J Lavin, Waikanae, asking about freeholding his leased sections.[635] In each case, the board replied with a standard letter stating that:

> … the Board has no particular desire, at the present time, to dispose of the freehold of any sections in the above Township. There is, however, nothing to prevent you making an application for the purchase of the section leased to you, but you will require to state the price you are prepared to pay, when the Board will no doubt give your offer full consideration.[636]

By January 1913, Hemi Matenga had died and the trustees of his estate were aware that the board was willing to deal with applications for the freehold of township sections. In January 1913, Webster noted that 'when the Trustees in this Estate, were in Wellington last month, they were advised that your Board was prepared to sell the Freehold of the Parata Township Sections to those Leaseholders who desired to buy.'[637]

Correspondence between Henry Priddey and the Maori land board reveals that Hemi Matenga considered he had the right to deal directly with lessees over leases and the purchase of the freehold of their sections. As discussed above, this echoed long-running expectations that both Wi Parata and Hemi Matenga had about how much control they would exercise over the township. Priddey, whose lease arrangement had originally been with Wi Parata prior to the land being proclaimed as a Native township, was reminded by the board that 'the Township is administered by the Board and not by Hemi Matenga's trustees, although the consent of the trustees would be necessary in the event of the Board deciding to dispose of the freehold of any of the sections.'[638]

On 3 February 1913, Priddey wrote again to explain his circumstances and make an offer on his section. He made it clear that he and Hemi Matenga had reached an agreement, shortly before Hemi Matenga's death in 1912, that Priddey would be able to purchase his section:

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[634] Henry Priddey, Waikanae to the President, Ikaroa District Maori Land Board, 20 January 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

[635] J Lavin, Waikanae to Maori Land Board, 21 January 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

[636] Clerk, Ikaroa District Maori Land Board to Mrs F Cruickshank, Waikanae, 31 January 1913; Clerk, Ikaroa District Maori Land Board to H Priddey, Waikanae, 31 January 1913, and Clerk, Ikaroa District Maori Land Board to J Lavin, Waikanae, 31 January 1913 all in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

[637] M M Webster for the Trustees of Estate of Hemi Matenga, Nelson to President, Ikaroa District Maori Land Board, 6 February 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

[638] Clerk, Ikaroa District Maori Land Board to H Priddey, Waikanae, 31 January 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

> Re my enquiry to purchase section 5 Block V Parata Native Township. I wish to state that Mr Hemi Matanga [sic] promised to sell me the Freehold of this section and arranged with Mr W H Field Solicitor to fix a price as soon as he returned from Nelson but Mr Matanga was taken ill and died there[.] [O]n account of Mr Matanga's promise I started to build a brick workshop to cost about £250 … I asked the Trustees if I would be able to get the Freehold …The Trustee's informed me they would have no objections to sell and that I would get it when the estate was settled … I am anxious to know how I will get on …I would give £65 for the section. I consider this a fair price and a good one, I base this price on the price the sections sold for opposite the railway station some three or four years ago the price was about £60 and they can be bought today for considerably less money.

Given his financial position, Priddey asked the board to consider his offer favourably and decide as soon as possible.[639]

As a first step in dealing with Priddey's application for freehold the board asked for a 'special Government valuation of the section.'[640] However, the board recognised that Cruickshank and Lavin, and potentially other lessees, were also likely to make formal offers for the freehold of their sections. As a result, the board sought a special government valuation of all the township sections.[641] Priddey was concerned by the delay in obtaining this valuation and in dealings with his application. He was initially told that his application would be dealt with at a meeting of the board on 2 April 1913.[642] But the board's decision also depended on an inspection of Priddey's section. On 17 April, Priddey was informed that this would probably take place 'at an early date, when you will no doubt have an opportunity of interviewing the president in support of your application.'[643] On 12 May 1913, the board informed both Priddey and the trustees of Hemi Matenga's estate that his application for freehold had been approved subject to consent from the trustees.[644] Consent was not forthcoming from the trustees, which suggests they did not wish to sell at this time (discussed in the next section). The first township sections (other than those for a new school site) were not sold until 1923.

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[639] Henry Priddey, Waikanae to the President, Ikaroa District Maori Land Board, 3 February 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

[640] Clerk, Ikaroa District Maori Land Board to Henry Priddey, Waikanae, 5 February 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

[641] President, Ikaroa District Maori Land Board to Henry Priddey, Waikanae, 12 March 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

[642] President, Ikaroa District Maori Land Board to Henry Priddey, Waikanae, 12 March 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

[643] Clerk, Ikaroa District Maori Land Board to Henry Priddey, Waikanae, 17 April 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

[644] President, Ikaroa District Maori Land Board to Henry Priddey, Waikanae, 12 May 1913 and President, Ikaroa District Maori Land Board to M M Webster, Nelson, 12 May 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

3.7.4 Trustees of Hemi Matenga's estate and freeholding, 1913 – 1930

This section of the chapter charts the evolving views between 1913 and 1921 of the trustees of Hemi Matenga's estate and the district Maori land board on whether township sections should be sold to lessees. In doing so it examines the roles of the trustees and beneficiaries of Hemi Matenga's will, and those of the board in the freeholding process during the 1920s. The 1921 decision by the trustees to give their consent to freeholding in the township is discussed, and this is followed by examples of how particular applications for freehold were approved.

In terms of the freeholding provisions in the Native Townships Act 1910, the board made decisions to accept applications from lessees to purchase their sections, but only after it had sought precedent consent to the alienation from the trustees. As the Under-Secretary of the Native Department explained: 'As the legal estate of this land is vested in the Ikaroa Board under the Native Townships Act, 1910, the trustees are not able sell direct to lessees or others, but the board may do so with the consent of the Trustees.'[645] It was the trustees' consent that was sought rather than that of the Māori beneficiaries of Hemi Matenga's will. This was because, as already discussed, the trustees had been appointed by the Native Land Court as his successors in 1914, on the condition that they act as trustees for the beneficiaries of the estate.

Decisions made by the trustees about whether to consent to the sale of Parata Naitve Township sections were taken within the broader context of their duties under Hemi Matenga's will. The terms of his will have been discussed earlier in this chapter, but its overriding purpose was to protect and grow the assets left by Hemi Matenga (of which the township lands formed just a small part), and for that residuary fund to eventually be shared out amongst the second generation of beneficiaries (his great nieces and nephews). In doing so, the trustees were 'directed to sell call in and convert the same into money all his real and personal property not specifically disposed of under the will. The Parata Native Township is therefore part of the property directed to be converted into money.'[646]

The will gave the trustees full discretion about how quickly they did this, but made it almost inevitable that the township lands would be liquidated sooner or later. Although selling

[645] R N Jones, Under-secretary, Native Department to the Native Minister, 28 February 1923 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt
[646] R N Jones, Under-secretary, Native Department to the Native Minister, 28 February 1923 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt

township sections would ultimately provide some financial benefit to beneficiaries of the will, it gave them no control over whether land was retained or sold. It also left little scope for the cultural and spiritual significance of land to Māori, and their whakapapa connections to it, to be recognised and considered in decisions about freeholding. Under trust law the trustees did not have a legal obligation to consult Māori for whom they held the estate in trust about day-to-day decisions.

The intrinsic importance of the land to Māori and the relatively powerless position of the beneficiaries of Hemi Matenga's will is illustrated by an objection by one beneficiary of the estate. They objected to the selling of township lands and the lack of information about how rents from the township were being utilised. In January 1923, Tohuroa H Parata wrote to the Native Minister explaining that:

> It is the intention of the present Trustees Messrs M P Webster & T Neal [sic] both of Nelson to dispose of all lands at present under Lease to different persons, after the Lease [sic] have terminated. Personally I would not like the lands sold but to be re-let, as there are several in the district who will pay so much as 100 p.c. advance of the present rates. I may not benefit from the estate personally but my children will after me, and I am sure the Land would be more to them than the money from the sales of such lands … The Trustees have not yet supplied us with any information as to what they are doing with the rents from the estate, since the decease of Hemi Matenga 1912. I would like you to confer with Sir Maui Pomare re this matter.[647]

By way of response, the Under-Secretary for the Native Department advised the Native Minister that 'the purposes to which the "residuary trust fund" is to be applied are fully set out in the will and there does not appear to be any duty imposed upon the trustees to supply the beneficiaries with information as to the application of the rents from the estate.' He considered that 'if, however, any of the beneficiaries have reason to believe that the trustees are not carrying out the Trusts created under the will, it is open to them to move the Court in the matter'.[648] In essence, their options for influencing the trustees' decisions were strictly limited.

In some ways, the Māori beneficiaries of Hemi Matenga's estate on whose behalf the trustees acted had less say in these decisions than they would have if they had simply been Māori owners holding shares in the land under a Māori freehold title. In that case the law required that the board obtain their written consent or a resolution from a meeting of assembled owners.

[647] Tohuroa H Parata, Waikanae to J G Coates, Native Minister, 31 January 1923 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt
[648] R N Jones, Under-secretary, Native Department to the Native Minister, 28 February 1923 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt

This provided a means for beneficial owners to have a say in these critical decisions. However, even these provisions were only a limited safeguard for Māori owners. The Muaūpoko Tribunal noted that at such a meeting:

> five owners present in person or by proxy constituted a quorum, no matter how many owners there were in a block, and resolutions could be carried if those present and voting in favour owned a larger aggregate share of the land than those voting against. The land boards concerned could confirm or disallow any resolution reached by the owners, taking into account the public interests and the interests of owners.[649]

Similarly, the Whanganui Tribunal concluded that:

> the Government saw meetings of assembled owners as a return to collective decision-making, but the legal requirements meant that land could be sold without all the owners knowing or consenting, and votes could be carried by persons representing a minority of shares.[650]

As per the trust agreement, the trustees of Hemi Matenga's estate were very conscious that any decision to give their consent to applications for freehold had to deliver the maximum possible financial benefit to the estate and its beneficiaries. As a result, they sought information from the district Maori land board about the township leases, as well as the process for agreeing on a fair price for the land when it was sold. As discussed in the previous section, by February 1913, Priddey's offer to purchase the freehold of his section was before the trustees for their consent. The trustees who had only recently taken charge of the estate were still waiting for a detailed schedule of the leases and a statement of accounts from the board so they could assess the township's situation.[651] In addition, they sought further information about the conditions included in the leases, particularly 'whether the leases contained a valuation clause for improvements.'[652]

The trustees still did not have this information by mid-May 1913 and as a result Webster informed the board that 'the Trustees do not wish to deal with the freehold in this Township until they are better acquainted with the position.' They reminded the board that their previous requests for information had not been met and noted that they had not received a copy of the special government valuation of the township either.[653] The board considered that it had met

[649] Waitangi Tribunal, *Horowhenua: The Muaūpoko Priority Report,* 2017, p 384
[650] Waitangi Tribunal, *Te Whiritauoka: The Whanganui Land Report,* 2015, p 824
[651] M M Webster for the Trustees of Estate of Hemi Matenga, Nelson to President, Ikaroa District Maori Land Board, 6 February 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[652] M M Webster for the Trustees of Estate of Hemi Matenga, Nelson to President, Ikaroa District Maori Land Board, 14 March 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[653] M M Webster for the Trustees of Estate of Hemi Matenga, Nelson to President, Ikaroa District Maori Land Board, 16 May 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

its obligations to supply financial information, and refused to provide information until the question of the ownership of the township was resolved to their satisfaction.[654]

It was not until September 1914 that the trustees of Hemi Matenga's estate were in a position to consider the freeholding of the township. By then they had been appointed sucessors to Hemi Matenga.[655] On 18 September they informed the Maori land board that 'the Trustees will at once consider the application of the various leaseholders who desire to acquire the freehold of the sections they hold in the Parata Township, and will advise you of their decision at an early date.'[656] A few weeks later the trustees told the board that they 'are prepared to sell, but they want some official guide as to values, which they trust you will be able to give them, in as much as they know, that the price must be satisfactory to your Board, before a sale can be effected.'[657]

In part, the trustees' decision may have been influenced by a meeting and discussion they had with the president of the Maori land board, Judge Gilfedder. They stated that:

> His Honor Judge Gilfedder, on his recent visit to Nelson, had an interview with the Trustees in this Estate, relative to the desire of a number of the Leases in the Parata Township at Waikanae to purchase the Freehold of their respective Sections, and he undertook to look into the matter on his return to Wellington, but wishes you to remind him of his promise.[658]

It is unclear whether it was the trustees who sought the judge's advice or whether the judge sought them out to discuss the matter of the freehold. It seems that the board and trustees had further conversations about the valuation of improvements. A note on the bottom of the above letter states 'The Board will agree to a sale to the tenants with the consent of the Trustees and an up-to-date Govt valuation – the land, and the improvements put on by the lessees to be separately valued.'[659]

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[654] President, Ikaroa District Maori Land Board to M M Webster, Nelson, 20 May 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[655] Succession Order for the interests of Hemi Matenga's interests in Parata Township, dated 14 January 1914 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[656] M M Webster for the Trustees of Estate of Hemi Matenga, Nelson to President, Ikaroa District Maori Land Board, 18 September 1914 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[657] M M Webster, Secretary for the Trustees of Estate of Hemi Matenga, Nelson to Registrar, Native Land Court, Wellington, 25 September 1914 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[658] M M Webster, Secretary for the Trustees of Estate of Hemi Matenga, Nelson to Registrar, Native Land Court, Wellington, 25 September 1914 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[659] Note dated 16 November 1914 on M M Webster, Secretary for the Trustees of Estate of Hemi Matenga, Nelson to Registrar, Native Land Court, Wellington, 25 September 1914 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt

By December 1914, four years after the board was given the power to freehold the township sections, they asked the trustees of Hemi Matenga's estate to approve the sale of all the remaining township lands. They supplied the trustees with the special valuation of all the sections in the township and stated 'you will observe that the total value of the owners [sic] interest amounts to £1900. If the trustees are satisfied with a sale at this figure I shall be glad if you will obtain their formal consent in terms of Section 23 of the Native Townships Act, 1910.'[660] This was a weighty decision for the trustees and they took several years to consider the matter. In March 1919, the board asked the trustees whether they would consent to freeholding of section 22 of the township at the request of the lessee.[661] In May 1919, the trustees replied saying that they were 'now considering the sale of Parata Township Secs and will advise your shortly.'[662] They were in touch with the board again in October that year, but simply informed the board that the trustees 'have not yet arrived at any decision re sale of Parata Township Blocks, but will advise you in due course.'[663]

Having contemplated the issue of freeholding township sections for six years, there were signs by September 1920 that the trustees were likely to give their approval. It is unclear why they had finally moved in this direction. There was certainly some demand from lessees seeking freehold, and at least some of those tenants were contacting the trustees directly to ask about obtaining the freehold. [664] On 13 September 1920, the trustees wrote to the Maori land board asking what powers the trustees had regarding freeholding and if they were able to sell the land, what procedures should be followed. They also sought a copy of the last government valuation.[665] In reply the board stated that:

> Section 23 of the Native Townships Act 1910 says that Board may with the precedent consent in writing of the beneficial owners, or in pursuance of a resolution of assembled owners, sell to any person any land in a Native Township vested in the Board with

[660] President, Ikaroa District Maori Land Board to M M Webster, Nelson, 16 December 1914 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[661] Registrar, Ikaroa District Maori Land Board to M M Webster, Nelson, 14 March 1919 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[662] M M Webster, Nelson to the Registrar, Ikaroa District Maori Land Board, 9 May 1919 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[663] M M Webster, Nelson to the Registrar, Ikaroa District Maori Land Board, 6 October 1919 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[664] A A Brown, Waikanae to Registrar, Ikaroa District Maori Land Board, 6 August 1921 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[665] M M Webster, Nelson to the President, Ikaroa District Maori Land Board, 13 September 1920 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt

> consent of the Governor in Council. I would advise you to consult a Solicitor. A copy of the Government Valuation can be obtained on application to the Valuer General.[666]

Even in mid-July 1921 the trustees were still uncertain about whether they could secure maximum benefit for the estate and its beneficiaries if they consented to freeholding. The lessee of sections 10 to 13 of the township had made enquiries about obtaining the freehold, but the trustees' lawyers stated that before the trustees could give their consent to freeholding they needed to know:

> (a) The method by which the price of the freehold is fixed.
> (b) Whether the proceeds of such sale are payable to the Trustees of Hemi Matenga's Estate as representing the beneficiaries of Hemi Matenga who are the beneficial owners of the township.
> (c) The date when the last Government valuation of the township was made.[667]

The trustee's lawyers also stated that 'Our clients are anxious to obtain a copy of the Plan of this township. Would you kindly advise us to whom we can apply to obtain same.' It seems remarkable that the trustees had been administering the estate since 1912, but they did not or could not lay their hands on basic information such as a plan of the township.

The board informed the trustees that the price of the freehold would be fixed by special government valuation. They could not say when the last government valuation had been done but assured trustees that a valuation was done for each section as part of dealing with a freehold application. In terms of the proceeds of any sales, the board would receive the purchase money and then pay it to the trustees.[668] With such a prompt response to their questions the trustees were able to give their consent in principle to the township being freeholded on 6 August 1921:

> I am informed by my co Trustee Mr Thos Neale who has recently had an interview with you on the question of the disposal of the Parata Township Sections that this Board is prepared to formally consider the taking over of the property by the Government.
>
> The Trustees are quite agreeable that such a course shall be adopted provided always that their interest [sic] are protected.[669]

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[666] Registrar, Ikaroa District Maori Land Board to M M Webster, Nelson, 19 October 1920 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt

[667] Pitt & Moore, Solicitor, Nelson to the Registrar, Ikaroa District Maori Land Board, 18 July 1921 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt

[668] Registrar, Ikaroa District Maori Land Board to Pitt & Moore, Solicitor, Nelson, 22 July 1921 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt

[669] M P Webster, Nelson to the Registrar, Ikaroa District Maori Land Board, 6 August 1921 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt

For its part, the district Maori land board had begun to receive a number of enquiries and offers from lessees to purchase township sections and its replies to lessees became increasingly encouraging. In August 1913 and February 1914, two further lessees made enquiries about freeholding their sections.[670] By this time the board's reply had changed subtly, stating that the board would favourably consider applications for freehold.[671] In early 1914 the Maori land board also received a petition from ten lessees in the township saying that they were:

> desirous of obtaining the freehold of the sections we hold under lease in the above township.
>
> As under the present leases we are unable to get any advances to improve the present situation thereby keeping the township from advancing and making progress.
>
> We therefor[e] trust that you may see your way to remove any restrictions so that holders may be able to purchase. The natives are willing it should be so also are the trustees who manage the Estate.[672]

One of the difficulties the leaseholders were alluding to was the problem of obtaining finance to build on leasehold properties. Late in 1922 when Henry Priddey renewed his quest to obtain the freehold of his section, he explained to the board that one of the reasons for wanting a freehold title was that 'my old cottage is getting very decayed and will not last a great while longer it is about past repair now, and I would like to put up a new one but not on a leasehold has [sic] no one will lend any cash on it to help me build.'[673]

The expiry of the township leases in 1921 (most had been taken out in 1900, so the first 21-year term was coming to an end) provided an opportunity for lessees to reconsider the tenure of their sections. This was not an uncommon pattern. The Muaūpoko Tribunal noted that in the case of the Hokio Native Township, leases came up for renewal in 1924 'and sales of the township sections followed soon after … what seems clear is that a flurry of sales followed the expiration of the 21-year leases.'[674]

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[670] W G Hart, Waikanae to the President, Ikaroa District Maori Land Board, 11 August 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt. James Silvester, Basket maker, Waikanae to President, Ikaroa District Maori Land Board, 2 February 1914 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt

[671] President, Ikaroa District Maori Land Board to W G Hart, Waikanae, 12 August 1913 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

[672] Letter re Parata Township, undated c. early 1914 signed by 10 lessees in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt

[673] H Priddey, Waikanae to the Registrar, Ikaroa District Maori Land Board, 17 June 1922 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt

[674] Waitangi Tribunal, *Horowhenua: The Muaūpoko Priority Report,* 2017, p 394

By August 1921, as the process of renewing the 21 year leases began, the Maori land board told lessees that the board was considering the question of freeholding.[675] On 31 August, they went one step further saying that if lessees made an application for freehold the board would consider it.[676] In June 1922, when Henry Priddey tried again to obtain the freehold of his section, the board informed him that it was prepared to consider applications by lessees for the freehold of the sections they lease. They suggested he consult a solicitor who could assist him to make an application to the board.[677] Identical letters were sent to others inquiring about the freehold.

Therefore, several factors converged to launch an intensive period of freeholding of Parata Native Township sections in the 1920s. The Maori land board had the power to freehold under the Native Townships Act 1910 and was willing to do so where there was demand from lessees. The trustees of Hemi Matenga's estate had signalled their willingness to give their consent to applications by lessees for freehold in August 1921, opening the way for freeholding to begin. Most township leases were coming up for renewal and the opportunity for a more secure tenure on which they could borrow was attractive to many lessees. Economic and social conditions were also improving. The settler community at Waikanae had recovered from the immediate aftermath of World War I and the 1918 influenza pandemic, and the economic climate was positive. These circumstances seem to have encouraged many of the lessees to purchase their sections. A list of nine lessees who acquired the freehold to 18 sections in the 1920s is shown in Table 11 below.

[675] See for example Registrar, Ikaroa District Maori Land Board to W G Hart, Waikanae 25 August 1921 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[676] Registrar, Ikaroa District Maori Land Board to A A Brown, Waikanae 31 August 1921 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[677] Registrar, Ikaroa District Maori Land Board to H Priddey, Waikanae, 29 June 1922 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt

Section	Leaseholder	A	R	P	Dec	D	M	Y	Transfer	CT
Pt Sec 4	A G Williams	0	1	1.0	0.26	16	2	1923		WN194/128
Sec 26 Blk II	Emma Brown	1	3	27.0	1.92	9	1	1923	150436	WN194/128 WN297/77
Sec 27 Blk II	Emma Brown	1	1	12.9	1.33	9	1	1923	150436	WN194/128 WN297/77
Sec 22 Blk IV	Ethel M T Williams	1	2	23.0	1.64	16	2	1923	151092	WN194/128 WN298/197
Sec 32 Blk III	David E Porter	0	1	5.9	0.29	16	2	1923	151094	WN194/128 WN298/200
Sec 33 Blk III	David E Porter	0	1	29.2	0.43	16	2	1923	151094	WN194/128 WN298/200
Sec 39 Blk III	David E Porter	1	0	0.0	1.00	16	2	1923	151094	WN194/128 WN298/200
Sec 40 Blk III	David E Porter	0	3	0.0	0.75	16	2	1923	151094	WN194/128 WN298/199
Sec 2 Blk V	W G Hart	0	1	0.5	0.25	19	2	1923	151123	WN194/128 WN298/201
Sec 3 Blk V	W G Hart	0	2	3.0	0.52	19	2	1923	151123	WN194/128 WN298/201
Sec 5 Blk V	Henry Priddey	0	1	14.7	0.34	13	4	1923	152095	WN194/128 WN300/76
Sec 6 Blk V	J F Mills	0	2	1.6	0.51	22	5	1923	152937	WN194/128 WN301/82
Sec 10 Blk VI	Chas C & Alf E Odlin	0	3	31.0	0.94	12	5	1922	146162	WN194/128 WN289/257
Sec 11 Blk VI	Chas C & Alf E Odlin	1	0	32.7	1.20	12	5	1922	146162	WN194/128 WN289/257
Sec 12 Blk VI	Chas C & Alf E Odlin	1	0	22.0	1.14	12	5	1922	146162	WN194/128 WN289/257
Sec 13 Blk VI	Chas C & Alf E Odlin	1	0	5.0	1.03	12	5	1922	146162	WN194/128 WN289/257
Sec 7 Blk V	J F Mills	1	0	15.9	1.10	22	5	1923	152937	WN194/128 WN301/82
Sec 24 Blk IV	J H Silvester	0	2	28.0	0.68	16	5	1924	159721 T97879	WN194/128 WN311/134
Total					**15.33**					

Key

A	Acres	Dec	Acres decimal
R	Roods	D	Day
P	Perches	M	Month
WN	Wellington District certificate of title	Y	Year

Table 11: Sections freeholded during the 1920s

(Sources: Title details from LINZ records, names of leaseholders from Special Government valuation schedule, March 1914 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt)

From this point onwards, the process of freeholding was rapidly standardised and was followed by the board throughout the 1920s. Lessees wishing to purchase the freehold of their sections made a written application. The board then met and approved the application. The trustees of Hemi Matenga's estate were informed of the application and the board's approval and asked to give their consent to the sale. Once that had been obtained the board sought the consent of the Governor-General in Council to the transaction, and an Order in Council was gazetted accordingly. Proof of all these steps and a draft transfer was then forwarded to the District Land Registrar who then registered the transfer and issued a certificate of title to the new owner.

For example, on 13 January 1922, the trustees consented to the freeholding of eight sections (sections 4, 22, 26, 27, 32, 33, 39 and 40). However, they had concerns about how the price would be fixed:

> Upon the question of fixing the price at which the freehold of each section shall be sold, the Trustees assume that your Board will not necessarily accept the values as ascertained by the recent government valuation, which valuation was not, we

> understand, made for the purpose of ascertaining the selling price. In this District it is always safe to increase the government valuation by a least 25% to bring such valuation into line with the selling value. The Trustees have, however, every confidence in your Board doing its best in the interests of the estate.[678]

The board did not consider these concerns to be valid and having obtained the trustee's consent decided to press ahead with the application to freehold. A note dated 16 January 1922 on the margin of the above letter stated that the valuation was completed for the purpose of sale and therefore the board could not call them into question. The board was advised to then seek the consent of the Governor in Council to the freeholding. By 6 February 1922, approval of the Governor-General-in Council had been obtained for sections 26 and 27.[679] He approved the freeholding of sections 32, 33, 39 and 40 by 13 February 1922.[680] Approval to freehold sections 4 and 22 was then obtained by 14 February and 22 February 1922, respectively.[681] By October 1922, a balance sheet sent to the trustees recorded that 10 sections had been freeholded and applications of a further eight were in progress.[682]

After the death of Malcom Webster in 1929, Thomas Neale – the trustee who had had less to do with the township lands – was clearly reliant on the Maori land board to advise him about the township and the freeholding process. In November 1929, when an application from a Mr Freeman to freehold his sections arose, he confessed that he was 'rather new in the matters connected with the Parata Township --- and I do not know just what powers and duties the trustee holds in connection with this particular business --- and its [sic] not a matter of business that one comes across once in a life.'[683] He asked whether the task of obtaining a valuation rested with him and sought the board's guidance.[684] The board then wrote to the trustee's

[678] Mr Moore, Solicitor, Nelson to the Registrar, Ikaroa District Maori Land Board, 13 January 1922 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[679] Under-secretary, Native Department to the Registrar, Ikaroa District Maori Land Board, 6 February 1922 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[680] Registrar, Ikaroa District Maori Land Board to the Under-secretary, Native Department, Wellington, 13 February 1922 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[681] Under-secretary, Native Department to the Registrar, Ikaroa District Maori Land Board, 14 February 1922 and Under-secretary, Native Department to the Registrar, Ikaroa District Maori Land Board, 22 February 1922 both in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[682] M P Webster, Trustee of Hemi Matenga's Estate, Nelson to the President, Ikaroa District Maori Land Board, 6 October 1922 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[683] Thomas Neale, Trustee of Hemi Matenga's Estate, Nelson to the Registrar, Native Land Court, 12 November 1929 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt
[684] Thomas Neale, Trustee of Hemi Matenga's Estate, Nelson to the Registrar, Native Land Court, 12 November 1929 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt

lawyers supplying the valuation of Freeman's section and seeking the consent of the trustee.[685] By 20 December 1929, Neale had signed the consent.[686]

3.7.5 Attempts by beneficiaries of Hemi Matenga's estate to prevent further alienation, 1938 – 1948

The late 1930s and 40s saw a considerable amount of protest, litigation and legislation over the terms of Hemi Matenga's will. One of the results of this was a statutory ban on the selling of land in Hemi Matenga's estate from 1941 until 1948. This, and uncertainty created by the ongoing litigation, contributed significantly to the pause in freeholding in the township during the 1930s and 40s. This section of the chapter provides a brief overview of this dispute. It then discusses what the dispute tells us about the attempts by the beneficaries of Hemi Matenga's will to stop further land in his estate from being sold, and why this ultimately failed to halt the freeholding of Parata Native Township sections, which began again after 1948.

The dispute over Hemi Matenga's will was triggered by the view of the trustee's solicitor in 1938 that, despite directions in the will, the trustees of his estate could not legally continue to accumulate and invest the surplus income for more than 21 years after Hemi Matenga's death, a period that had expired in 1933. As a result, the trustees' solicitor considered 'that the surplus income in each year after the 26th April 1933 should have been paid to the next-of-kin of the deceased' rather than held and invested to form the residuary fund.[687] His advice to the trustees was based on 'an English case decided by the House of Lords' in 1938 (*The House of Lords In re Blake* (1938 1 E.A. 362, and dealt with by the imperial 'Thelluson's Act').[688] That case had specified that such accumulations go not to the beneficiaries but to the next of kin as in an intestacy [case where no valid will exists].'[689]

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[685] Registrar, Native Land Court, Wellington to Pitt & Moore, Solicitors, Nelson, 11 December 1929 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt

[686] Pitt & Moore, Solicitors, Nelson to the Registrar, Native Land Court, Wellington, 20 December 1929 in ABRP 6844 W4598 59/ 6/02/2001, pt 3, ANZ Wgt

[687] Paragraph 7 of petition of Reuben Tiwini and Konehu Bailey and Ernest Morton Ryder of Levin, surviving Trustee of the Estate of Hemi Matenga late of Wakapuaka, n/d [1944] (Petition No. 16/1944), in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt

[688] Paragraph 7 of petition of Reuben Tiwini and Konehu Bailey and Ernest Morton Ryder of Levin, surviving Trustee of the Estate of Hemi Matenga late of Wakapuaka, n/d [1944] (Petition No. 16/1944) and paragraph 3 of petition of Tohuroa Hira Parata and 7 others, 26 June 1938 (Petition No. 46/1938), both in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt

[689] Paragraph 3 of petition of Tohuroa Hira Parata and 7 others, 26 June 1938 (Petition No. 46/1938) in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt

The trustees of Hemi Matenga's estate brought the matter to the Supreme Court in August 1938.[690] The court agreed that 'from the 26th April 1933 the surplus income in each year should have been paid to the next-of-kin of the deceased.'[691] The Native Appellate Court then determined that Reuben Tiwini and Konehu Bailey, the children of Hemi Matenga's illegitimate daughter Amae Stephen, were his next of kin.[692] On 11 September 1939, the Supreme Court issued an order declaring that they were entitled to the surplus in each year from 26 April 1933 until the death of Wi Parata's last surviving child, Utauta Webber.[693]

A compromise was later reached between the next of kin and the beneficiaries of Hemi Matenga's will (descendants of Wi Parata) that they would share the surplus income from 26 April 1940 to the death of Utauta Webber equally.[694] After her death, the residuary fund would be divided, but as this was specified in the will 'the next-of-kin could take no further benefit as there could be no intestacy.'[695] The payment of this income seems to have been delayed for a number of years, as trustees of the estate needed to calculate the amount of income involved and there was a dispute over whether and by how much the trustees had overpaid tax on the estate's income. These issues were still being resolved in 1944.[696] It is unclear how or when the matter was concluded.

Not surprisingly, this matter was highly contentious. In June 1938, before the matter reached the Supreme Court, Tohuroa Hira Parata and seven other beneficiaries of the will petitioned

[690] Paragraph 8 of petition of Reuben Tiwini and Konehu Bailey and Ernest Morton Ryder of Levin, surviving Trustee of the Estate of Hemi Matenga late of Wakapuaka, n/d [1944] (Petition No. 16/1944) in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt

[691] Paragraph 9 of petition of Reuben Tiwini and Konehu Bailey and Ernest Morton Ryder of Levin, surviving Trustee of the Estate of Hemi Matenga late of Wakapuaka, n/d [1944] (Petition No. 16/1944) in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt

[692] The matter of whether Amae Stephen's illegimacy would have disqualified her (and therefore her children) from inheriting Hemi Matenga's estate had he died intestate was determined by the Native Apellate Court in early August 1939. A declaratory judgement was issued under the Declaratory Judgements Act 1908 and the Trustees Act 1908 confirming that her illegimacy was no bar to her inheriting the estate under those circumstances (Declaratory Judgement of the Native Appellate Court, n/d [court sat 3-4 August 1939] in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt)

[693] Paragraph 9 of petition of Reuben Tiwini and Konehu Bailey and Ernest Morton Ryder of Levin, surviving Trustee of the Estate of Hemi Matenga late of Wakapuaka, n/d [1944] (Petition No. 16/1944) and Bell Gully Mackenzie & Evans, Solicitors, Wellinton to the Minister of Native Affairs, 3 May 1945, both in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt

[694] Bell Gully Mackenzie & Evans, Solicitors, Wellinton to the Minister of Native Affairs, 3 May 1945, both in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt.

[695] Bell Gully Mackenzie & Evans, Solicitors, Wellinton to the Minister of Native Affairs, 3 May 1945 in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt

[696] See Paragraphs 10 – 19 of petition of Reuben Tiwini and Konehu Bailey and Ernest Morton Ryder of Levin, surviving Trustee of the Estate of Hemi Matenga late of Wakapuaka, n/d [1944] (Petition No. 16/1944) in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt

Parliament. The contents of the petition make it clear that they were aware of the evolving situation regarding the distribution of income. They strongly objected to any move to stop the trustees of the estate from continuing to accumulate and invest the income from its assets. They asked the government to pass legislation directing that, despite the period of 21 years set by Thelluson's Act (the imperial Act from which the issue had arisen), Hemi Matenga's will should stand and the trustee of the estate should be permitted 'to accumulate all future income after payment of all outgoings under the said Will.'[697] In particular, they objected to that Act being applied to Hemi Matenga's will, forcing the trustees to pay out the accumulated income since April 1933, because it reduced the value of the estate 'contrary to the express wishes of the deceased.'[698]

Tohuroa Hira Parata and others who petitioned parliament in June 1938 were also concerned about what would happen when the residuary fund was divided, and were particularly worried about further land being sold. They noted that once the last of Wi Parata's children (Utauta Webber and Mahia Parata) died the sale of properties was inevitable as 'under the terms of the said Will the surviving Trustee, Thomas Neale of Nelson, Merchant, is obliged' on their death 'to sell up the Native land compromising a large portion of the said Estate and to distribute the resultant cash equally between the petitioners and their co-beneficiaries.'[699] Given that the estate was so valuable (they put its value at £121,000) the petitioners considered that 'such a course would result in the waste of the said Estate and would not enable them to fulfil their desires to have it constituted a perpetual trust.'[700]

The petitioners proposed that a perpetual trust be established, which would retain the property owned by the estate. The assets would stay untouched, but the income they generated would be divided amongst the beneficiaries. The capital of the estate would only be used when a beneficiary or their descendants were found to be destitute and in need of assistance.[701] The petitioners envisaged that the perpetual trust would be run by three trustees of their choosing.

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[697] Paragraph 12(a) of petition of Tohuroa Hira Parata and 7 others, 26 June 1938 (Petition No. 46/1938) in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt
[698] Paragraph 7 of petition of Tohuroa Hira Parata and 7 others, 26 June 1938 (Petition No. 46/1938) in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt
[699] Paragraph 6 of petition of Tohuroa Hira Parata and 7 others, 26 June 1938 (Petition No. 46/1938) in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt
[700] Paragraphs 6, 9 & 10 of petition of Tohuroa Hira Parata and 7 others, 26 June 1938 (Petition No. 46/1938) in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt
[701] Paragraph 6 of petition of Tohuroa Hira Parata and 7 others, 26 June 1938 (Petition No. 46/1938) in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt

They named Hugh France Lowe, a Lower Hutt merchant; William Henry Weggery, a Waikanae Farmer; and Matthew Gilbert Neal, a solicitor in Wellington as their chosen trustees.[702] They ended their petition by requesting that the government pass legislation to inaugurate such a trust to commence at the death of Utauta Webber and Mahia Parata, 'upon such terms and conditions' as the House saw fit'. Accordingly, they requested that when the time came for the perpetual trust to be established that the government would direct the current trustee of Hemi Matenga's estate, Thomas Neale, 'to transfer the asset of the said Estate to the Board of Trustees appointed by your Honorable House' – presumably they hoped that this would consist of the trustees they had named in the petition.[703]

The Crown was responsive to the wishes beneficiaries had expressed in their June 1938 petition. Section 12 of the Native Purposes Act 1941 made provision for a perpetual trust to be established on the death of Utauta Webber, stating that:

> the contingent residuary beneficiaries are desirous that certain Native lands at Wakapuaka aforesaid and at Waikanae in the North Island, being part of the assets of the estate of the said Hemi Matenga, deceased, be not sold pursuant to the terms of the said will, but that such lands, together with the remainder of the residuary trust fund, be retained as a perpetual trust upon the terms set forth in this section.[704]

The beneficiaries of the will would have less control over the appointment of trustees than they had hoped. Only one trustee was appointed by them, with the others being the Maori Trustee acting in an ex officio capacity, and a trustee appointed by the Governor-in-Council.[705] Importantly, the trustees could let and manage properties but all properties in the trust were inalienable except by mortgage, or by lease for no more than 21 years.[706]

Potentially even more important for the fate of the Parata Native Township lands was the stipulation that: 'Until the coming into force of this section all lands forming part of the residuary trust fund under the will of the said Hemi Matenga, deceased, shall be inalienable otherwise than by lease for any term not exceeding twenty-one years.'[707] This would have prevented the remaining land in Parata Native Township from being sold to lessees prior to

[702] Paragraph 11 of petition of Tohuroa Hira Parata and 7 others, 26 June 1938 (Petition No. 46/1938) in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt
[703] Paragraph 12(c) of petition of Tohuroa Hira Parata and 7 others, 26 June 1938 (Petition No. 46/1938) in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt
[704] Section 12, the Native Purposes Act 1941
[705] Section 12(3), Native Purposes Act 1941
[706] Sections 12(6) and 12(13), Native Purposes Act 1941
[707] Section 12(16), Native Purposes Act 1941

Utauta Webber's death (she died in 1953), and ensured that it remained in Māori ownership.[708] However, within less than a decade that safeguard was removed, opening the way for freeholding to continue. Section 20(5) of the Maori Purposes Act 1948 repealed provisions for a perpetual trust, and with it the restrictions on alienation of estate land prior to the establishment of such a trust.

Debate in the house on this Bill does not reveal anything at all about why those provisions were repealed. It appears to have been in response to a further petition from beneficiaries of Hemi Matenga's estate in 1948. The petition was submitted by Utauta Webber and 44 others.[709] They wanted a technical flaw in the will to be remedied so that the children of those who pre-deceased Utuauta Webber would be able to take the share of their deceased parent. They emphasised that:

> They were not and are not now desirous that a perpetual trust should be created, but on the other hand they desire that upon the death of the said Utauta Webber the said Will should be given full effect save only that the issue of any contingent residuary beneficiary who may have died should take the share of such beneficiary.[710]

Therefore, they asked that 'the said [1941] Act should be amended so that upon the death of the said Utauta Webber the said Will shall be given full effect'.[711]

It is unclear why the two petitions took such different stances on the idea of a perpetual trust. It is also unclear whether, in advocating for the will to operate as originally written, those petitioning in 1948 also wished or intended that in the meantime the restriction on alienation of further land from the estate be overturned as well. By repealing the 1941 provisions the Crown was addressing the wishes expressed in 1948. But one of the consequences was that the beneficiaries of Hemi Matenga's estate had no ability to retain what remained of Parata Native Township.[712]

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[708] Registration Number 1953/35603, https://www.bdmhistoricalrecords.dia.govt.nz/Search (accessed 8 August 2018)
[709] The '44 others' are not named on the copy of the petition found in the file at Archives New Zealand, Wellington.
[710] Paragraphs 9 &10 of Petition of Utauta Webber and 44 others (Petition No. 2/1948) in AAMK 868 W3074 751/d 24/01/2006 pt 2, ANZ Wgt
[711] Paragraph 17 of Petition of Utauta Webber and 44 others (Petition No. 2/1948) in AAMK 868 W3074 751/d 24/01/2006 pt 2, ANZ Wgt
[712] The matter of who could inherit their parent's interest in the estate were provided for by sections 20(1) and 20(4) of the Maori Purposes Act 1948

3.7.6 Freeholding and the liquidation of Hemi Matenga's estate, 1948 – 1970

In December 1948, an application from a lessee to freehold one of the township sections brought the effect of the Maori Purposes Act 1948 into focus as it allowed the trustee to consent to the sale of the sections.[713] A note to the Registrar of the Maori Land Court/district Maori land board on 20 December 1948 asked that the application to purchase be considered and stated that 'The Maori Purposes Act, 1948, removes any restrictions on the sale of Parata Maori Township property beneficially owned by the Hemi Matenga Estate.'[714] A few days later the board wrote to the trustee of Hemi Matenga's estate with a valuation report on sections 14, 15 and 17 and asked him whether he would give his consent to them being sold. The board explained to the trustee's lawyers that the 1948 Act 'removes prohibition on sale of properties which was contained in the Maori Purposes Act, 1941' and that it was now 'possible to sell the Parata Township sections if the estate was desirous of doing so.'[715] . The trustee's attention then turned to maximising the financial benefit to the estate. He agreed to the sale if it were a cash sale, but considered that the valuation was too low, and asked the board to commission an independent valuation from Dunbar Sloane.[716]

By mid-1949, this second valuation had been completed. The board put the application (along with several competing applications to purchase the freehold of the sections) before the trustee of Hemi Matenga's estate. They asked the trustee for a decision on which offers would be accepted, under what conditions and at what price.[717] The trustee's lawyers suggested 'that the tenants be given the first right to purchase at the figures set out in Mr Dunbar Sloane's valuation and in the event of their being unwilling to purchase[,] negotiations could then be taken up' with one of the other applicants.[718] This decision having been made, the process for completing the sale followed that used by the board in the 1920s. The trustee's lawyers were asked to draft a transfer and the Registrar outlined the process as follows:

> The consent of the Governor General to the sale will be required under Section 23 (4) of the Maori [sic] Townships Act, 1910, and the normal procedure is to have such consents [from the trustee] endorsed upon the Memorandum of Transfer. I can arrange

[713] John V Kemsley, Waikanae to the President, Maori Land Board, Wellington, 15 December 1948 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[714] Note to Registrar, 20 December 1948 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[715] P H Dudson, Registrar to Rowley, Gill, Hobbs & Glen, Nelson, 23 December 1948 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[716] Pitt & Moore, Nelson to the Registrar, Ikaroa District Maori Land Court, Wellington, 8 February 1949 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[717] P H Dudson, Registrar to Pitt & Moore, Nelson, 27 June 1949 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[718] Pitt & Moore, Nelson to the Registrar, Maori Land Board, Wellington, 15 July 1949 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt

> for this consent to be applied for you if you will submit the documents to me when they are ready. The Transfers will be executed by the Ikaroa District Maori Land Board as registered proprietor of the legal estate …[719]

In October 1949, lawyers for one of the applicants seeking to purchase section 14 alleged that the consent of the beneficiaries of the will was required for the transaction to proceed. In reply, lawyers for the trustee of Hemi Matenga's estate stated that it was the trustee not the beneficiaries of his will whose consent was required for a sale to be completed.[720] The trustee's lawyers noted that it was the district Maori land board, as the legal owner of the township land, who was selling the sections 'not the Trustee who as the sole "beneficial owner" is merely a consenting party'. The trustee's lawyers also noted that the Governor General in Council 'must be satisfied as to whether the requirements as to consents have been complied with.'[721] The trustee's lawyers admitted that they did not seek the consent of the beneficiaries of the will because there was no requirement to do so 'as the Maori Land Board did not require it, nor would the Maori Land Court on an application for confirmation of sale of other land held by the Trustee.'[722]

In any case, the trustee's lawyers considered that the beneficiaries of the will had no interest in the actual township land but were 'only interested in the residuary trust fund resulting from the realisation of any estate lands and other assets.'[723] As the previous section discussed, the usual means for beneficial owners of the township to make decisions on matters such as whether to freehold township sections via a meeting of assembled owners was not available to the beneficiaries of Hemi Matenga's estate.

That the beneficiaries of the will had become merely the beneficiaries of the residual fund (as per the legislation), and the practice of the trustees not seeking their consent to sell township sections, made it even more unlikely that beneficiaries of the will would have any involvement in vital decisions about the retention of Parata Native Township lands. The district Maori land

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[719] P H Dudson, Registrar to Pitt & Moore, Nelson, 23 August 1949 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[720] Biss & Cooper, Solicitors, Wellinton to Pitt & Moore, Solicitors, Nelson, 19 October 1949 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[721] Pitt & Moore, Solicitors, Nelson to Biss & Cooper, Solicitors, Wellington, 28 October 1949 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[722] Pitt & Moore, Solicitors, Nelson to Biss & Cooper, Solicitors, Wellington, 28 October 1949 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[723] Pitt & Moore, Solicitors, Nelson to Biss & Cooper, Solicitors, Wellington, 28 October 1949 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt

board agreed with the position set out by the lawyers for the trustee, on the grounds that 'twelve previous sales were consented to by the Governor General on the assumption but this was the Law, and no queries were raised.'[724] However, the board admitted that if the views of the lawyer for the applicant seeking to purchase section 14 delayed the sale, the board would keep the purchase money intact until they were registered 'and if it finally becomes necessary, a meeting of assembled owners could be called.'[725] The fact that consent had not been sought from the beneficiaries of the estate at a meeting of assembled owners in any of the other freeholding transactions in the township suggests that it was only mentioned in this instance as a last-ditch option if it became necessary to appease the applicant and break any potential deadlock, rather than as a legal necessity.

In 1950, as the process of selling sections 14, 15 and 17 continued, an opportunity emerged for one of the beneficiaries of the estate to become a trustee. This had the potential to give the beneficiaries a voice when decisions were being made about selling township sections. Ernerst Ryder of Levin was the sole remaining trustee, and signalled that he was retiring from the role.[726] An application to appoint a new trustee or trustees was heard in the Maori Land Court in late January 1950. It appears that the court was happy for the beneficiaries to nominate trustees, but would not appoint the person they selected (who was one of the beneficiaries of the estate) until they nominated an additional trustee 'capable of carrying out the duties to the satisfaction of the Court' to work alongside him. The court commented that if a second suitable trustee could not be found they might ask the Maori Trustee to take over as trustee of the estate. The hearing was adjourned to a date to be arranged.[727]

By mid-April 1950, the application had been heard and three trustees were appointed. They were W B Travers of Nelson, Tukumaru Webber of Lower Hutt, and A F Blackburn of the

[724] P H Dudson, Registrar to Pitt & Moore, Solicitors, Nelson, 14 November 1949 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[725] P H Dudson, Registrar to Pitt & Moore, Solicitors, Nelson, 14 November 1949 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[726] He had been sole trustee since at least 1944 when he was party to a petition about tax on the estate's income, which was to be paid to Hemi Matenga's next of kin (see previous section of this chapter for details) (Paragraphs 18 & 19 of Petition of Reuben Tiwini and Konehu Bailey and Ernest Morton Ryder of Levin, surviving Trustee of the Estate of Hemi Matenga late of Wakapuaka, n/d [1944] (Petition No. 16/1944) in AAMK 869 W3071 751/c 24/1/6 pt 1, ANZ Wgt)
[727] Note to Mr Grant, 26 January 1950 in AAMK 868 W3074 751/d 24/01/2006 pt 2, ANZ Wgt

Department of Maori Affairs.[728] They were to take up their roles by 26 April 1950.[729] Tukumaru Webber was the son of Utauta Webber (nee Parata), and therefore a beneficiary of Hemi Matenga's estate. Evidence from Hauangi Kiwha suggests that moves by the trustees to sell the remainding township sections and other land in Hemi Matenga's estate were hotly contested. She states that:

> The Hemi Matenga Estate was a topic of interest to all the beneficiaries in Hemi's will. The fate of the land was a very frequent point of discussion, often heated, between my father and others in the family. The family heard the arguments over the phone line. My father was strongly opposed to selling it. Others wanted to sell.[730]

In particular, she remembers her 'father stating to his cousin Tokomaru [sic] Webber who was a trustee of Hemi Matenga's will, *"We need to hold on to some of our land, we won't be able to buy that land and live on our own land."*'[731] Such conversations must have put Tukumaru Webber in a difficult position. As one of three trustees, he may not have had complete power to stop the land from being sold. Indeed, the terms of the will and the duty to carry them out seems to have left the trustees little room to make other choices.

Although the board had obtained Ryder's consent to the sale of the sections, it now considered that the new trustees needed to give their consent to the transaction.[732] On 13 April 1950, the district Maori land board wrote to the new trustees summarising the offers made and stating, 'the retiring trustee has given formal consent to the sale on behalf of the beneficial owners of the estate, but I think it advisable to obtain your views on the matter before applying for the consent of the Governor-General to the transactions.'[733] The trustees provided their consent to the sale of sections 14, 15 and 17 on 4 May 1950.[734] By early December that year, the sales had been completed and the purchase money (£1,1913 3s 7d) paid to the trustees of the estate.[735]

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[728] P H Dudson, Registrar to W B Travers, Nelson; Tukumaru Webber, Lower Hutt and A F Blackburn, c/- Department of Maori Affairs, Wellington, 13 April 1950 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[729] P H Dudson, Registrar to Fletcher & Moore, Solictors, Nelson, 6 April 1950 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[730] First brief of evidence of Hauangi Kiwha, 30 July 2018, Wai 2200, E7, para 32
[731] First brief of evidence of Hauangi Kiwha, 30 July 2018, Wai 2200, E7, para 32
[732] P H Dudson, Registrar to Fletcher & Moore, Solictors, Nelson, 6 April 1950 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[733] P H Dudson, Registrar to W B Travers, Nelson; Tukumaru Webber, Lower Hutt and A F Blackburn, c/- Department of Maori Affairs, Wellington, 13 April 1950 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[734] Fletcher & Moore, Solicitors, Nelson to the Registrar, Maori Land Court, Wellington, 4 May 1950 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[735] Registrar to Fletcher & Moore, Solicitors, Nelson, 7 December 1950 in Fletcher & Moore, Solicitors, Nelson to ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt

By 1954, the new trustees of Hemi Matenga's estate were giving serious thought to what to do with the Parata Native Township lands. On 12 April 1954, R V Smythe offered to purchase sections 35, 36, 37 and 38 for £375.[736] By this time the township was being administered by the Maori Trustee (and no longer the Maori Land Board), so the District Officer of the Department of Maori Affairs forwarded the offer to the trustees to ask whether they would consent to the sections being sold.[737] In reply, the trustees asked for a schedule of sections with details of leases, rentals, date of expiry, right of removal or compensation for improvements as 'the Trustees desire to investigate the position of all the Sections before coming to a decision.'[738] A schedule supplied on 10 June 1954 showed that only 10 sections remained under lease (including the four in the offer). All but one of the leases was for a 21-year term.[739] The trustees took time to mull over this information. When they were asked again in August 1954 whether they would consent to Symthe's offer for the four sections, lawyers for the trustees replied that 'the Trustees pending realisation of the layer [sic] assets in the Estate do not desire to sell to Mrs Smythe meantime.'[740]

This reassessment by the trustees was almost certainly prompted by the death of Utauta Webber in December 1953.[741] As already discussed, under the terms of Hemi Matenga's will Utauta Webber's death as the last child of Wi Parata triggered provisions that required the trustees to convert the remaining property held by the estate and divide the proceeds amongst the living beneficiaries (the great nieces and nephews of Hemi Matenga). It appears that by the end of 1954 the trustees had begun this final liquidation of the estate. This also included land immediately adjacent to Parata Native Township – part of the wider 253-acre portion of section 41 Ngarara West C that Wi Parata had transfered to Hemi Matenga in 1897. Maclean and Maclean noted that:

> Since the 1950s, the trustees of his estate have subdivided much of Hemi Matenga's land. The subdivision of 1954 was the first of many parcels of farmland that were sold

[736] A R V Smyth, Waikanae to District Officer, Maori Affairs Department, Wellington, 12 April 1954 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[737] District Officer, Department of Maori Affairs, Wellington to Pitt & Moore, Solicitors, Nelson, 23 April 1954 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[738] Fletcher & Moore, Solicitors, Nelson to the District Officer, Department of Maori Affairs, Wellington, 25 May 1954 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[739] District Officer, Department of Maori Affairs, Wellington to Fletcher & Moore, Solicitors, Nelson, 10 June 1954 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[740] Fletcher & Moore, Solicitors, Nelson to the District Officer, Department of Maori Affairs, Wellington, 11 August 1954 in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt
[741] Her death date is given as 11 December 1953 in Rowley, Gill, Hobbs & Glen, Solicitors, Nelson to District Officer, Department of Maori Affairs, Wellington, 21 October 1954, in ARBP 6844 W4598 59/ 6/02/2001 pt 5, ANZ Wgt

> for housing. Without the regular sale of these blocks throughout the 1950s and 1960s, Waikanae could not have grown as it has. The results of these land sales have been spectacular as houses have spread out from Waikanae, along the slopes of Hemi Matenga [Ridge, behind Waikanae] and across the coastal plain.[742]

Some of this land immediately adjacent to Parata Native Township was subdivided and became known as Parata township extensions, but were never administered as part of the Native township, and so are not discussed further here. A portion of this land was also alienated for what became the Hemi Matenga Scenic Reserve. This is discussed by Heather Bassett in her preliminary reporton Te Ātiawa/Ngāti Awa public works case studies.[743] This reserve and the rest of the area covered by Hemi Matenga's estate at Waikanae are shown on Figure 27 below.

[742] Maclean and Maclean, *Waikanae,* 2010, p 206
[743] Bassett, 2018, Wai 2200, A202, pp 89-95

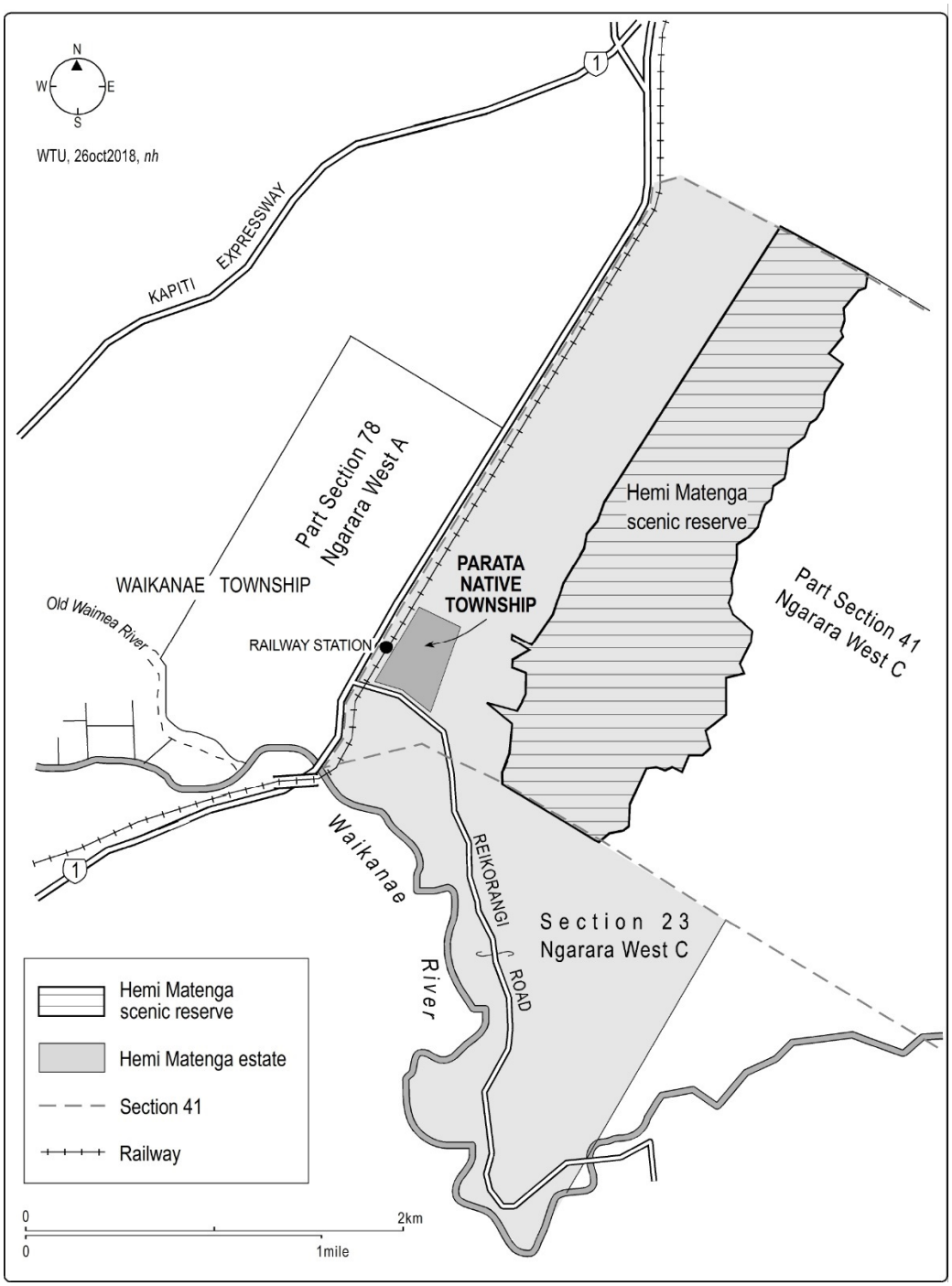

Figure 27: Hemi Matenga's estate at Waikanae and the Parata Native Township, c. 1956
(Source: Plan of Hemi Matenga's estate in ACGT 18190 LS 1 1808/ 25/507, ANZ Wgt)

In the meantime, there was some discussion amongst Crown officials about the possibility of re-vesting the legal ownership of the remaining township sections in the trustees of Hemi Matenga's estate. However, this possibility received only brief consideration and was quickly dismissed. By 1956, only 10 township sections remained in leasehold, but the 21-year leases were considered byto be, in effect, leases with a perpetual right of renewal. This was seen by

the Native Department as a considerable, if not insurmountable, barrier to the control of those remaining sections being re-vested in Māori owners.

Indeed, correspondence between Maori Affairs staff in May 1956 reveals just such a view, that 'the fact that the sections are subject to perpetually renewable leases is, I think, *a difficulty in the way of revesting, although perhaps not an insuperable one* [emphasis added].'[744] However, by the time the Maori Trustee was approached, the official stance had shifted. On 21 May 1956, the Assistant District Officer of the Native Department informed the Maori Trustee that:

> There are 10 sections still subject to six perpetually renewable leases. The beneficial ownership is vested in the Trustees of the estate of Hemi Matenga, deceased. It has been suggested that some move be made to revest the township in the beneficial owners, but in view of the perpetually renewable leases *this course is hardly possible*.
>
> It is recommended that an approach be made to the Trustees of the Estate of Hemi Matenga for their views on the commencement of negotiations with the present lessees for the sale of the freehold to them. The Trustees have readily consented to sales in the past. Would you please let me know if you approve of this being done [emphasis added].[745]

In June 1956, the Maori Trustee sought the trustees' views about consenting to the freeholding of the remaining sections.[746] The trustees replied on 17 October 1956 advising that 'they are willing to sell the freehold of any of the sections mentioned in the Schedule of Leases attached to your letter of 12th June, should any of the lessees desire to purchase', but the price had to be at least equal to an up-to-date government valuation.[747] Again, it is unclear whether the beneficiaries of Hemi Matenga's estate had any say in this decision or whether, if they been given the choice, they would have opted for the remaining sections to be re-vested in them as owners.

This ushered in the final phase of the alienation of Parata Native Township. By 20 December 1956, the Maori Trustee had instructed the Valuation Department to make a special valuation of the remaining leasehold sections.[748] The cost of the valuation (£15 15s 0d) was deducted

[744] File note to Mr Moore, 16 May 1956 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt
[745] R N Jones, Assistant District Officer to the Maori Trustee, 21 May 1956 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt
[746] Maori Trustee to the Trustees, Estate of Late Hemi Matenga, Nelson, 12 June 1956 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt
[747] Rowley, Gill, Hobbs & Glen, Solicitors, Nelson to the Maori Trustee, Wellington, 17 October 1956 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt
[748] District Officer, Department of Maori Affair to the Branch Manager, Valuation Department, Wellington, 20 December 1956 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt

from the township rents.[749] The sales themselves followed the same process as had been used in 1950. This resulted in all the remaining township sections being sold between 1959 and 1968, as shown in Table 12 below.

Section	Leaseholder	A	R	P	Dec	D	M	Y	Transfer	CT
Sec 14 Blk VI	W H Field	1	0	5.0	1.03	5	5	1950	327103	WN194/128 WN556/268
Sec 17 Blk VI	Jas. Silvester	0	2	12.4	0.58	13	11	1950	334109	WN194/128 WN565/196
Sec 15 Blk VI	Jas. Silvester	1	0	5.0	1.03	14	12	1950	335381	WN194/128 WN565/197
Sec 28 Blk I	H Walton	1	2	19.0	1.62	23	4	1959	429931	WN194/128 WN834/21
Sec 29 Blk I	W Davis	1	1	1.2	1.26	23	4	1959	429931	WN194/128 WN834/21
Sec 30 Blk I	W Davis	1	0	24.2	1.15	23	4	1959	429931	WN194/128 WN834/21
Sec 31 Blk I	W Davis	0	3	28.2	0.93	23	4	1959	429931	WN194/128 WN834/21
Sec 38 Blk III	Jas. Silvester	1	0	0.0	1.00	30	4	1959	430520	WN194/128 WN836/16
Sec 36 Blk III	H Walton	0	1	4.2	0.28	31	8	1960	471622	WN194/128 WN913/27
Sec 20 Blk IV	F Cruickshank	0	3	20.0	0.88	23	2	1961	487207	WN194/128 WN939/82
Sec 21 Blk IV	H Cruickshank	0	3	18.6	0.87	23	2	1961	487207	WN194/128 WN939/82
Sec 35 Blk III	Jas. Silvester	0	1	25.4	0.41	9	6	1966	672505	WN194/128 WNE3/359
Sec 37 Blk III	Jas. Silvester	0	3	0.0	0.75	9	5	1968	743893	WN194/128 WN6A/2
Total					**11.77**					

Key

A	Acres	Dec	Acres decimal
R	Roods	D	Day
P	Perches	M	Month
WN	Wellington District certificate of title	Y	Year

Table 12: Sections freeholded in the 1950s and 1960s
(Sources: Title details from LINZ records, names of leaseholders from Special Government Valuation Schedule, March 1914 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt)

The sections were sold at or above the special valuation. One exception was the purchase of section 36 by Mrs Roach (aka Tutauanga Whakahihi aka Tutauanga Ratahi). She initially offered £170, which was below the special valuation.[750] The Maori Trustee recommended that the trustees of the estate approve the sale if she was willing to raise her offer to £200 'so she can get finance [from the Department of Maori Affairs] to build a house on the property.' [751] By December 1959 the sale was completed. [752] It is unclear whether or how Mrs Roach was related to Wi Parata and Hemi Matenga, and the other beneficiaries of Hemi Matenga's will.

[749] K L Hewson for District Officer to Rowley, Gill, Hobbs & Glen, Solicitors, Nelson, 17 September 1957 (balance sheet) and A N Harris for Maori Trustee to Rowley, Gill, Hobbs & Glen, Solicitors, Nelson, 29 October 1957, both in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt
[750] A N Harris for the Maori Trustee to Fletcher & Moore, Solicitors, Nelson, 14 May 1958 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt
[751] A N Harris for Maori Trustee to Fletcher & Moore, Solicitors, Nelson, 11 August 1958 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt
[752] Fletcher & Moore, Solicitors, Nelson to the Maori Trustee, Wellington, 21 December 1959 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt and R J Barry for District Officer, Department of Maori Affairs to T R Oliver, Public Accountant, Nelson (balance sheet), 21 March 1960 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt

3.8 Conclusion

Parata Native Township failed to develop into the substantial commercial and residential centre that Wi Parata had intended. Even before the township sections were put up for lease in September 1900, Waikanae settlers who had lobbied relentlessly for a Native township began raising concerns about people intending to hold sections for speculative purposes. They suggested that the Crown should allow those seeking to live on the sections and run businesses to have first opportunity to bid for sections as a way of minimising this problem. Crown officials did not dismiss this suggestion out of hand, but felt bound to follow the Native Townships Act 1895 provisions requiring them to hold a public auction or tender process that was open to all. Wi Parata was quickly disappointed with the lack of development in the township. As early as May 1899 he had made his expectations clear that lessees should build substantial dwellings on their sections. He was dismayed to see very few houses built at all, and a large portion of the township sections being used instead to graze livestock. In 1920 there were 18 sections held by 9 lessees with five of the lessees having more than one section.

The township's stalled development was a critical issue for both Wi Parata and Hemi Matenga. They expected to retain an ongoing role in the management and development of the township and hoped that a vibrant township would draw more settlers to locate to the district. These settlers would then lease other land from them, enabling Wi Parata and Hemi Matenga (and indirectly through them the Te Ātiawa community there) to benefit from relationships with settlers, increased trade and income from rents, and the opportunity to retain their land in leasehold. Both men had entered into leases and informal lease arrangements with settlers on the township site before it was laid out and proclaimed an official Native township. The township used their land but no Crown consideration was given to entering a partnership with Wi Parata and Hemi Matenga to assist them or to provide them with a meaningful role in the ongoing management of Parata Native Township. Instead officials considered them to be passive beneficial owners whose only role was to receive income from the township rents under Native townships legislation.

Crown officials had some sympathy for Wi Parata's immediate concerns about the lack of improvements made by lessees, but were reluctant to risk the government in potential court action given what they saw as the weakness of Native township legislation and leasing provisions. After Wi Parata's complaint in 1901, the Crown commissioned a report that confirmed his concerns and lessees were warned in writing that they ought to make

improvements. However, officials considered that was as far as they could legally go. The terms and conditions of the leases gave them no power to compel lessees to make improvements or to specify the type and value of those improvements. When Wi Parata continued to protest about the lack of development in the township the Crown sought a legal opinion in 1904 on the extent of the powers provided, which only underlined their caution. In spite of a shared concern about speculation, officials proved more concerned about risks to the government than testing the powers to protect the interests of owners.

By the time Wi Parata died in 1906 the township remained poorly developed. This had far-reaching impacts for Māori land ownership wider than just the township. Hira Parata seems to have despaired of gaining much benefit from the Native township lands or adding further lands to a similar form of leasehold. He subdivided and put up for sale the freehold of 72 sections opposite the township on Section 78 Ngarara West A, which he had inherited from his father. By 1910, when the Native Townships Bill was being debated in the House, W H Field the MHR for Ōtaki (and a lessee in the Native township) painted a picture of significant underdevelopment and several MPs admitted that the Native townships scheme had been a failure. By 1916, leasehold tenure had fallen much further from favour and was being blamed as the primary reason for the poor development of the township.

It does seem, however, that in spite of poor progress there was significant interest in the township for some years. All of the leasehold sections were taken up by 1904, and between 86 to 88 per cent of the leasehold sections remained in lease until they began to be freeholded in the 1920s. However, even during that time, Te Ātiawa/Ngātiawa ki Kapiti appear to have derived minimal benefit. The community as a whole relied on any benefit coming down from one single beneficial owner (Wi Parata until 1906 and then Hemi Matenga until 1912). This was a consequence of the title to the township land having been individualised when it passed through the Native Land Court.

The rental payments to Wi Parata, and later to Hemi Matenga were also small and rental defaults were relatively common while officials did not fully utilise the powers available to them to intervene. It appears that Crown and Crown-appointed bodies were reluctant to re-enter sections where rentals were in default because this was an expensive and time-consuming process. Income from the township was also reduced by the deduction of a significant part of the rental to pay administrative costs. It is unclear how much beneficial owners knew about

these charges or what powers the Crown and Crown-appointed bodies had to recover the costs charged. The Native Townships Act 1895 appears to have provided only for the costs of the survey and constitution of the township to be charged to Māori. Later amendments and regulations do not explicitly provide for further charges to be recovered including the whole cost of the townships administration.

The reliability of income from the townships for owner(s) was also greatly affected by the repeated failure of the Crown and Crown-appointed bodies to acknowledge the transfer of the township lands from Wi Parata to his brother Hemi Matenga. This transfer was registered on the title in November 1900 and the District Land Registrar evidently considered it to be a legitimate transfer as he then issued a fresh certificate of title to Hemi Matenga for the township site and another portion of section 41 Ngarara West C. The Crown's own files note these transactions. Yet the Crown and its agents repeatedly suspended the payment of township income to Hemi Matenga, and later to the trustees of his estate, on the grounds that he was not the sole legitimate beneficial owner. This was compounded by the district Maori land board's repeated failure to supply information about the township leases to Hemi Matenga, and later to his trustees. Unable to prove that this transfer had occurred, Hemi Matenga was forced to obtain permission from Wi Parata to have the income paid to him, which was both time-consuming and frustrating.

While the Crown finally did acknowledge Hemi Matenga's right to receive the township income the Crown did not accept his ownership of the township lands in his lifetime (he died in 1912). Even when rents were being paid to him his wish for these to be received by his lawyers was denied as legislation required that he receive them in person from a post-office. While these requirements were designed to prevent fraud and ensure that rent was paid to the proper person. It was not until 1966, near the end of the townships life, that Crown officials recognised that the Maori Land Court's records, on which they had been relying, had failed to record this transfer. Although the file was then corrected, it was far too late to make any difference to the outcome for those with interests in Parata Native Township.

Hemi Matenga's death in 1912 ushered in a lengthy period where the descendants of Wi Parata and Hemi Matenga had virtually no control over the township revenues or decisions about whether township land was sold or retained by Hemi Matenga's estate. In his will Hemi Matenga appointed two Nelson merchants, Malcolm Webster and Thomas Neale, to be his

executors and trustees. Although Hemi Matenga clearly considered them to be strong economic managers of his estate, it is less clear whether they had any insight into the cultural and spiritual significance of land to the beneficiaries of Hemi Matenga's will, on whose behalf they would act.

The will required the trustees to accumulate and reinvest almost all the income from Hemi Matenga's property (including Parata Native Township), until after the death of the last of Wi Parata's children. Then they were required to liquidate the estate and divide the resulting fund amongst the offspring of those children. In 1914, at least partly because of the long-running confusion about Hemi Matenga's beneficial ownership of the township lands, the Native Land Court appointed Webster and Neale successors to Hemi Matenga (albeit as trustee for the beneficiaries of his will). From that point on the district Maori land board, and later Maori Trustee, who were administering the Native township dealt exclusively with the trustees over the revenue from the township and for consent to sell sections to lessees. The wider economic and social benefits Wi Parata hoped would eventually assist the whole community became even less likely as freeholding of the township began in the 1920s.

It was soon found that the beneficiaries of Hemi Matenga's will had very little control over decisions about the freeholding of the township. The trustees of the estate were deemed to be the beneficial owners of the township land, and it was their consent that was required for freeholding sections. This seems to have been the case since the first freeholding took place in the early 1920s and remained so until the whole township was freeholded by 1970. What this meant was that the beneficiaries of Hemi Matenga's will were denied the usual opportunity to make decisions about the township via a meeting of assembled owners. As a result, they had even less control and power than the owners of other Native townships and of Māori freehold land.

By the 1940s, there were attempts by beneficiaries to prevent the eventual liquidation and division of the estate. Legislation was passed in 1946 to halt the sale of estate land and establish a perpetual trust once Utauta Webber's death triggered those provisions in the will. This could have prevented the remainder of Parata Native Township from being sold. However, at the request of the beneficiaries, provisions for a perpetual trust were repealed in 1948, and with them any interim and permanent protection from further sales of land. It is not clear whether those petitioning for this change intended this protection to be removed.

Other factors also drove the alienation of Parata Native Township from the 1920s. The initial failure of the Native Township pushed local settlers to renew their call for the right to purchase their sections. The slow development of the township was put down to the township being in leasehold tenure, on which it was difficult to obtain capital for development. With a freehold title, obtaining a loan became easier. Legislative change played a critical role in enabling the township to be sold. The Native Townships Act 1895 and its amendments had not permitted Māori beneficial owners or the Crown or anybody appointed by the Crown to administer Parata Native Township to sell township sections. However, after considerable pressure from leaseholders in other Native townships, notably those in the King Country, provision was made in the Native Townships Act 1910 for the Maori Land Board, later the Maori Trustee, to sell the freehold to lessees with the written consent of the beneficial owners or a resolution from a meeting of assembled owners. One of the whānau of the beneficial owners, Tukumaru Webber, was a trustee but he was one of three and this was only from the 1950s.

By August 1921 demand from lessees for freehold had begun to pick up as people saw an opportunity to own their land once their lease expired. The trustees of Hemi Matenga's estate, after a number of years thinking about the issue, agreed in principle to freeholding where lessees applied to the board (and the trustees would give their specific consent to each application for freehold as it was processed). As a result, when sending out letters to lessees about the renewal of their leases, the board began telling lessees that it would favourably consider applications for freehold.

By the end of the 1920s, half of the leasehold sections in the township were alienated, and this accounted for 49.2 per cent of the total acreage of regular township sections. Freeholding slowed dramatically during the Depression and war years, with just one section freeholded during the 1940s. Post-war demand for land in Waikanae for holiday homes and as a place for retirement seems to have played a role in the next wave of freeholding in the 1950s and 60s. By 1970 the trustees of Hemi Matenga's estate had liquidated the assets, including remaining Parata Native Township sections. These sales contributed to the development of Waikanae but represented the final obliteration of Parata's vision. Today, just a quarter of an acre (the urupā next to St Luke's Church) remains in Māori ownership.

Chapter 4. Native allotments, public reserves and gifted lands in Parata Native Township

4.1 Introduction

This chapter considers the establishment, use, administration and alienation of Native allotments and public reserves in Parata Native Township. Native allotments were sections specifically set aside for the 'use and enjoyment' of the Māori beneficial owners of the township, and they were intended as residential sites for them. They were also to include any wahi tapu sites, such as urupā. The chapter begins by summarising the statutory provisions for Native allotments and then examines how the Native allotments were selected in Parata Native Township. This is followed by a discussion about what is known of the use and alienation of the two Native allotments in the township, and the urupā adjacent to St Luke's Church. This discussion focuses particularly on the different, and often confused, understandings of the Crown and of beneficial owners about the purpose and status of these allotments.

The second part of this chapter provides a summary of the statutory provisions relating to the taking of township land for roads, streets and public reserves and then examines what is known about how these were laid out. This is followed by individual sections on each of the two public reserves in the township: one for a school and one for public buildings. There is also a brief discussion about additional land taken in the township for a post office and how compensation for that taking was determined and paid. The chapter finishes by considering the gifting by Wi Parata of land for St Luke's Church, and some of the barriers he faced in formalising the gift.

4.2 Native allotments

4.2.1 Statutory provisions for Native allotments

The Native Townships Act 1895 made provision for Native allotments, not exceeding 20 per cent of the township, to be 'reserved and laid off for the use of the Native owners.'[753] This could include urupā or any building occupied by Māori. Once created, Native allotments were

[753] Section 6, The Native Townships Act 1895. The Act also used the term 'reserves' but it is clear from the context that this refers to Native allotments. This use of the two terms interchangeably in the 1895 Act became a fruitful source of confusion about the nature of the Native allotments.

to be 'vested in Her Majesty in trust for the use and enjoyment of the Native owners according to prescribed regulations.'[754]

The 1895 Act specified that the wishes of the owners in respect to Native allotments had to be complied with as long as, in the opinion of the Surveyor General, they did 'not interefere with the survey, or the direction, situation and size of the streets, allotments, or reserves of the township'.[755] Māori could, however, object to the sufficiency, size, or situation of Native allotments, provided they did so in writing to the Chief Judge of the Native Land Court within the two-month period that the plan of the township was on public display.[756] The Chief Judge could then hear the objection and make changes to the 'number, size, or situations of such reserves and native allotments as he thinks just.'[757] When introducing the Native Townships Act 1895 to the House, John McKenzie (Minister of Lands) emphasised that 'reserves [are] to be made for the use of the Natives in these townships, and that the interests of the Natives will be fully consulted in making these reserves.'[758] This appears to have been the means by which the Crown attempted to meet iwi and hapū expectations to retain a significant presence in the townships, and to have sufficient land within the township set aside for their occupation and use for housing, marae and business purposes.

The 1895 Act contained no provisions relating to the location, individual size or quality of the Native allotments that may have provided protections to owners.[759] However, it did require the Surveyor General to 'include in such reserves every Native burying ground, and every building actually occupied by a Native at the date of the gazetting of the Proclamation.'[760] According to Boulton, this effectively required the Surveyor General to consult widely amongst Māori to gather information on which to base his decisions on these matters.[761]

Native allotments could not be leased or sold (sections 14 & 18 of the 1895 Act), but this changed in 1910 under the Native Townships Act of that year. The 1910 Act permitted district Maori land boards to lease Native allotments in townships established under the 1895 Act.

[754] Section 12(3), The Native Townships Act 1895
[755] Section 7, The Native Townships Act 1895
[756] Section 9, The Native Townships Act 1895
[757] Section 9, The Native Townships Act 1895
[758] *NZPD* 1895 vol. 87, p 180
[759] Boulton, 2003, Wai 903, A39, p 57
[760] Section 6, The Native Townships Act 1895
[761] Boulton, 2003, Wai 903, A39, p 57

However, the board was required to obtain the consent of beneficial owners to the lease in writing or by a resolution passed by a meeting of assembled owners (under Part XVIII of the Native Land Act 1909). No lease could be entered into if a church or a meeting-house was located on the Native allotment. Under the Native Townships Act 1910, the Maori land board was given a wide power to sell land in the townships, including allotments, with the proviso under section 23(1) that:

> A Maori Land Board may, with the precedent consent in writing of the beneficial owners, or of their trustees in the case of owners under disability, or in pursuance of a resolution of the assembled owners under section three hundred and fifty-six of the Native Land Act, 1909, sell to any person any land situated in a Native township and vested in the Board.

4.2.2 Creation of the Native allotments

The way in which Native allotments were selected in Parata Native Township, and the control Wi Parata had over this process, owed much to his earlier work in having a township survey on his land. Once he had given the Crown permission to bring his township under the Native Townships regime, there was a face-to-face discussion between Wi Parata and the Chief Surveyor (who was also the Commissioner of Crown Lands) to confirm the final placement of the Native allotments, streets and public reserves.

As discussed in chapter 2, by September 1897 Wi Parata's surveyor, Mr Martin, had prepared a tracing showing the layout of his proposed township. Mr Martin supplied an amended copy of this 1897 survey to the Survey Office a few days prior to Wi Parata's meeting with the Chief Surveyor at Waikanae on 22 May 1899 to confirm the township's layout. This plan was the starting point of discussions over the Native allotments. After the meeting, Martin further altered the plan to reflect the agreed additions and modifications and submitted this amended plan to the Survey Office on 3 July 1899. With some further technical corrections the plan was then adopted by the Crown and became the official Parata Native Township plan (DP 1031).

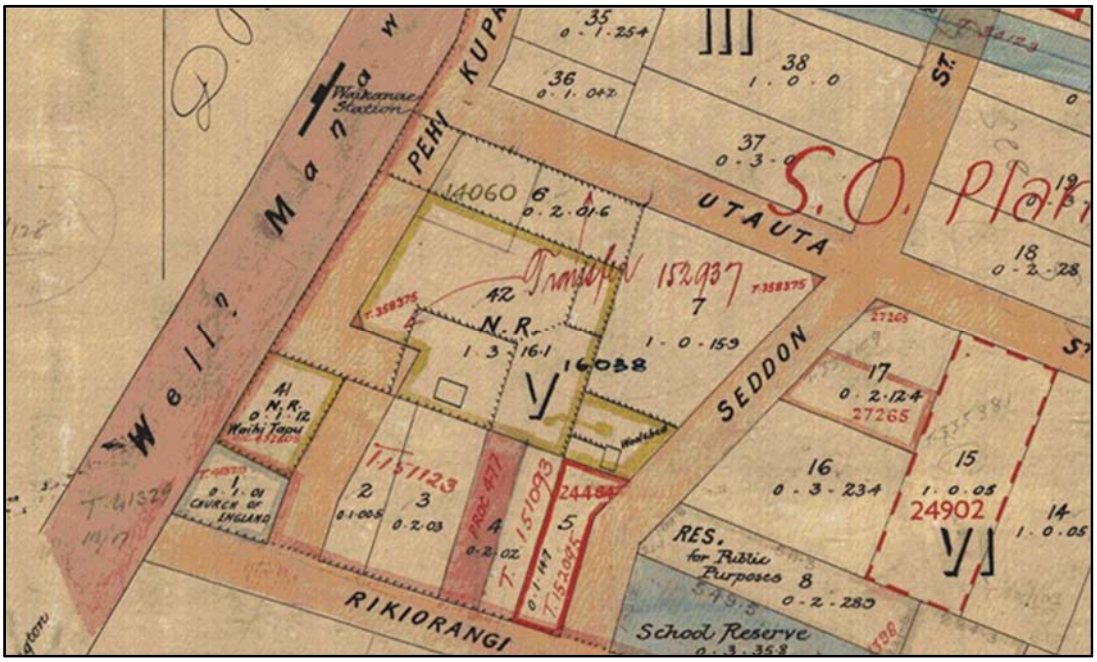

Figure 28: Detail from DP 1031 (1899) showing the location of the Native Allotments on section 41 (Urupā) and section 42

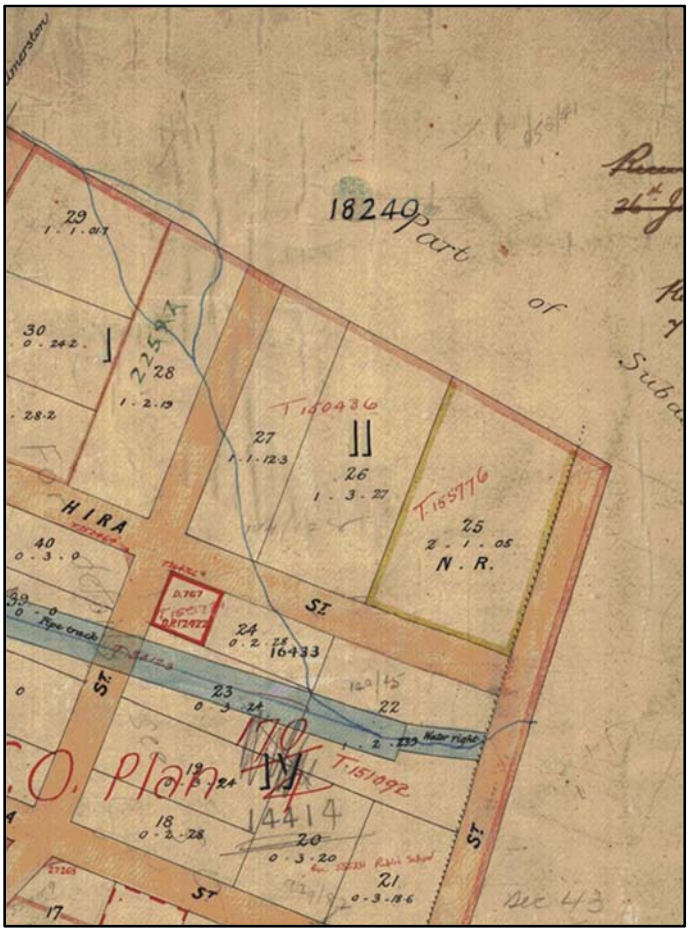

Figure 29: Detail from DP 1031 (1899) showing the location of the Native Allotment on section 25

The Native allotments do not seem to have been a point of contention at the 22 May 1897 meeting between Wi Parata and the Chief Surveyor. The Chief Surveyor simply recorded in a memorandum the outcome of the discussion, that:

> Wi Parata has decided upon the following two native allotments and three reserves:
> Section 1, Block , Church of England
> " " " Native Reserve for Matapere (Wife of Ropata Tangahoe)
> The School Reserve to stand as surveyed.
> Section 8 & 9 Block , to be reserved for Public Buildings
> " 25 " " " " Hame Matena [Hemi Matenga].[762]

One area not mentioned in this memorandum was section 41, the urupā/cemetery adjoining the church. This was, however, marked as 'N.R.' (Native Reserve or allotment) on the final Native township plan. The locations of these Native allotments and reserves can be seen on Figure 28 and Figure 29 above. The later section of this chapter on 'Public reserves, roads and streets' examines how modifications to these Native allotments were agreed.

There are several likely reasons why Wi Parata was able to gain the Crown's agreement relatively easily to the Native allotments confirmed above. As discussed in chapter 2, the Minister of Lands did not consider that the Crown could simply take the land for a Native township but required Wi Parata's consent. Wi Parata's consent for his township to become a Native Township was recorded on 11 May 1899, and the negotiation over the final layout of the township took place only 11 days later. The Chief Surveyor was probably aware how recent this consent was and may have been more willing to engage with Wi Parata to ensure that he did not withdraw his consent. Coupled with this was the Crown's desire to utilise Martin's survey to avoid delays and costs, and get the township lands on the market as rapidly as possible. This would enable the Crown to meet the demands of settlers who had lobbied constantly for a Native township at Waikanae. The survey itself and the resulting plan were more or less complete, so there was an opportunity to confirm the township's layout with only a small amount of discussion with the sole owner of the land. Lastly, and not least, was the role that Wi Parata's mana and standing as rangatira, a former Māori member of parliament, and significant landowner may have played in the Crown's willingness to take his wishes about Native allotments and other matters into consideration.

[762] Memo by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

A question also arises as to the sufficiency of the Native allotments. The Native Townships Act 1895 allowed for up to 20 per cent of the total area of the township to be set aside as Native allotments. In the case of Parata Native Township, Native allotments accounted for just over four (4a 1r 33p) of the approximately 49 acres (49a 1r 19p) of the township. Therefore, just over eight per cent of the township area was set aside for Māori use and occupation, considerably short of the maximum portion permitted.[763] It is unclear whether Crown officials pointed out to Wi Parata that there was scope in the Act for further Native allotments to be created. Perhaps Wi Parata was aware of these provisons but chose to minimise the size and number of Native allotments in the hope of making the township more commercially viable and attractive to European settlers. As discussed in chapter 2, the evidence suggests that Wi Parata originally envisaged the township as primarily a commercial enterprise where Pākehā would reside, with himself and most of his whānau living instead on lands on the seaward side of the railway line. However, the eventual loss of much of Te Ātiawa/Ngātiawa ki Kapiti's other land in the Ngarara West block (documented in the second half of this report) would make the small amount of Native allotment land in the township much more significant.

4.2.3 Native allotment on section 25

The second section reserved as a Native allotment under the 1895 Act was section 25. Section 25 contained just over 2 acres and was located on the hill slope at the very back of Parata Native Township (see Figure 29 above). This was the allotment that Wi Parata wanted reserved for his brother, Hemi Matenga. No evidence has been found as to whether or not it was occupied by any of Wi Parata's whānau in the first decade of the township's life. Maclean and Maclean note, however, that after the death of his wife Huria Matenga in 1909, 'Hemi Matenga returned to Waikanae … and began to build an elegant Edwardian house on the slopes above Waikanae township, though he died in 1912 before it was completed.'[764] This house was situated on the Native allotment on section 25.

As discussed in chapter 3, Hemi Matenga's will nominated two trustees (Nelson merchants Malcolm Webster and Thomas Neale) to manage his estate. In 1914, the Native Land Court appointed the two trustees of the estate as successors to Hemi Matenga, subject to their role and duties as trustees. This meant that the two Pākehā trustees were considered to be the

[763] J W A Marchant, Chief Surveyor to the Surveyor General, 27 July 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[764] Maclean and Maclean, *Waikanae,* 2010, p 206

beneficial owners of the township lands (and not Hemi Matenga's whānau). In August 1921, the trustees gave their consent to the board selling township sections to lessees who applied to freehold them. One month prior, in July 1921, the trustees of Hemi Matenga's estate informed the Maori land board that:

> The trustees of Hemi Matenga's estate are desirous of selling the Testator's residential property in this township. The late Hemi Matenga, we understand, erected his residence on Lot 25. On reference to the title we find that this is described thereon as being a Native Reserve.[765]

Later correspondence explained that the trustee considered that selling the house and its section made financial sense, as they were unable to arrange for a tenant to lease the property because 'the title is in the name of the [district Maori land] Board.' Nor was the board 'in a position to incur expenditure to keep the property in repair and is unable to arrange for an effective lease.'[766]

Before they could sell the land, the trustees of the estate needed legal title to section 25. This required a transfer of title from the board to the trustees. The board informed the trustees that 'the best course to adopt in reference to this matter is to apply to have the sections occupied by the late Hemi Matenga vested in the actual owners of the land, and obviate the necessity for preparing transfers etc.'[767] Accordingly, in September 1921 lawyers for the trustees made application to the board to vest section 25, and another section Hemi Matenga had used for grazing purposes, in the two trustees.[768] They asked that the board deal with their application as quickly as possible.[769] The matter was not given much urgency by the board, and they did not ultimately deal with it until January 1923. At that point, the board was completing an inventory of vacant sections in the township, and this included the Native allotment on section 25. This was to enable them to be leased privately (i.e. not by public auction or tender) as permitted by the recently passed Native Land Amendment Act 1922. They resolved to re-vest

[765] Pitt & Moore, Solicitor, Nelson to the Secretary, Ikaroa District Maori Land Board, 21 July 1921 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[766] Registrar, Ikaroa District Maori Land Board to Under-secretary, Native Department, Wellington, 13 June 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[767] Registrar, Ikaroa District Maori Land Board to Pitt & Moore, Solicitor, Nelson, 31 August 1921 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[768] It is unclear whether this additional section was section 29, 30 or 31
[769] Pitt & Moore, Solicitor, Nelson to the Registrar, Ikaroa District Maori Land Board, 8 September 1921 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt

section 25 in the trustees of Hemi Matenga's estate. The following month they informed the trustees of their decision.[770]

However, revesting the Native allotment in the trustees as beneficial owners provided impossible, at least for the time being, because the Native townships legislation did not allow for this to be done.[771] On 23 March, the board recommended to the Native Land Court that the Governor General issue an Order in Council declaring section 25 no longer subject to Part XIV of the Native Land Act 1909.[772] The Native Department had advised the board that section 25 of the township could not technically be re-vested in the trustees because 'there appears to be no authority under which land in a Native Township can be re-vested in the owners.'[773]

With this initial path to legal title for the trustees blocked, they were advised that a transfer under section 23 of the Native Townships Act 1910 from the board to the trustees would be required.[774] On 24 May 1923, the trustees were asked to give their formal consent to the transaction and to sign the memorandum of transfer. The district Maori land board would then seek the approval of the Governor-General in Council to the transfer. His approval was granted on 14 June 1923.[775] It is clear that any transfer would be to Webster and Neale as trustees for the estate, as they were asked to provide 'a declaration of trust in terms of Subsection 2 of Section 130 of the Land Transfer Act 1915.'[776]

This route to having the Native allotment transferred to the trustees of Hemi Matenga's estate also turned out to be problematic. Just as the transfer seemed to be about to happen the Under-

[770] Registrar, Ikaroa District Maori Land Board to Pitt & Moore, Solicitor, Nelson, 19 January 1923; and Registrar, Ikaroa District Maori Land Board to Pitt & Moore, Solicitor, Nelson, 21 February 1923, both in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt

[771] Registrar, Ikaroa District Maori Land Board to Pitt & Moore, Solicitor, Nelson, 21 February 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt

[772] Recommendation of the Native Land Court regarding revesting of section 25 Parata Native Township, 26 March 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt. In section 96 of The Native Land Amendment Act 1913 it was enacted that the Governor-General-in-Council may from time to time by Order-in-Council declare that any land subject to Parts XIV or XV of the Native Land Act 1909, and vested in a Maori Land Board shall no longer be subject to such parts of that Act and shall be revested in the Native Owner.

[773] Registrar, Ikaroa District Maori Land Board to Under-secretary, Native Department, Wellington, 18 May 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt

[774] Registrar, Ikaroa District Maori Land Board to Under-secretary, Native Department, Wellington, 18 May 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt

[775] Registrar, Ikaroa District Maori Land Board to Pitt & Moore, Solicitor, Nelson, 24 May 1923 and Recommendation of the Ikaroa District Maori Land Board for transfer of sec 25 from the board to the trustees, 14 June 1923, both in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt

[776] Registrar, Ikaroa District Maori Land Board to Pitt & Moore, Solicitor, Nelson, 14 June 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt

Secretary for the Native Department queried whether such a transfer really fitted the intent of section 23 of the Native Townships Act 1910. In his view: 'usually a power to sell means a power to sell for money while the transaction in question appears to amount really to a change of trustees and administration which hardly seems to be contemplated by Section 23 of the Native Townships Act, 1910.'[777] In accordance with this advice the trustees of the estate were informed on 23 July 1923 that the transfer had been blocked:

> I regret to inform you that the efforts made to have the abovementioned section re-vested in the trustees of the late Hemi Matenga have not met with success. On the Board's recommendation that the land be transferred to Messrs Webster and Neale being forwarded to the Under Secretary he submitted that the transaction only resulted in a change of trustees which action hardly seems to be contemplated by Section 23 of the Native Townships Act, 1910. The board is in the position of a trustee at present, and a trust cannot be created on a trust. It is further submitted that even if the transaction could be completed as desired the land would still be Native Land, and the alienation restricted in terms of the Native Land Acts.[778]

All the board could suggest was that the trustees find a suitable tenant to whom the board could lease it to. The tenant could then make an application for freehold 'at a price to be agreed upon by the board and the trustees but not less than the value of the owner's interest.' If that could not be done then the board would have to endeavour to lease the section 'in terms of the Native Townships Act, 1910.' Special legislation to allow the transfer to trustees could be sought but it would be a long and involved path.[779] With no other options, the trustees took this advice and on 11 September 1923, they advised the board that they had a tenant willing to take a 12-month lease at £2 per week and that he may later wish to purchase.[780]

The difficulty of devolving township lands back to beneficial owners (the trustees were considered to be beneficial owners by virtue of succession) was partly resolved shortly afterwards. On 20 September 1923, the Maori land board advised the trustees that under new legislation, section 12 of the Native Land Amendment and Native Land Claims Adjustment Act 1923, 'the Board is now empowered to grant a transfer of lands apprised in the Native Township to the beneficial owners or their executors.' The board stated that it was preparing a

[777] Under-secretary, Native Department to the Registrar, Native Land Court, Wellington, 21 June 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[778] Registrar, Ikaroa District Maori Land Board to Pitt & Moore, Solicitor, Nelson, 20 July 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[779] Registrar, Ikaroa District Maori Land Board to Pitt & Moore, Solicitor, Nelson, 20 July 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[780] M P Webster, Trustee, Nelson to the President, Ikaroa District Maori Land Board, 11 September 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt

transfer and would contact trustees again shortly.[781] The trustees were keen for the board to press ahead with the transfer of section 25 and were happy for the board's fee of £3 3s 0d to be deducted from the township rents. [782] The trustees signed and returned the transfer on 8 October 1923.[783] It was registered a few days later on 11 October 1923 and a fresh certificate of title for Parata Native Township section 25 was issued to the trustees of the estate, Malcolm Webster and Thomas Neale on the same day.[784] The trustees then sold the section to Emily Pierard in December 1926.[785]

4.2.4 Native allotment on section 42

The Native allotment that Wi Parata asked to be created for his daughter Matapere became section 42 of Parata Native Township.[786] It was nearly two acres in size and was located close to the urupā, church and the Waikanae railway station (see Figure 28 above). It is likely that Wi Parata wanted this land reserved because Matapere and her husband Ropata were already living on it. As noted in chapter 2, there are a number of plans and tracings from the 1890s showing a house and other buildings on this site. The final Native township plan (from which the closeup in Figure 28 is taken) shows a house and woolshed on section 42. It appears that this was the house Wi Parata had water piped to as part of his water use agreement with the Wellington-Manawatu Railway Company in 1892. His intention to have it reserved is also recorded on the January 1897 plan of his township produced by Mr Martin (see Figure 12 in chapter 2). The way that section 42 and the urupā are shaded as one red shape may suggest that in Wi Parata's mind they formed a single place.

Once Parata Native Township was proclaimed and leased, it rapidly became apparent that Wi Parata considered the Native allotment on section 42 remained under his control, and that he was therefore free to lease it if he wished. This was despite the 1895 Native Townships Act which stated that Native allotments were vested in the Crown 'in trust for the use and enjoyment of the native owners'. This section of the chapter examines his understandings about the nature

[781] Registrar, Ikaroa District Maori Land Board M P Webster, Trustee, Nelson, 20 September 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[782] Registrar, Ikaroa District Maori Land Board to Pitt & Moore, Solicitor, Nelson, 2 October 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[783] Pitt & Moore, Solicitor, Nelson to the Registrar, Ikaroa District Maori Land Board, 8 October 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt. Transfer 155776 was registered on the Ikaroa District Maori Land Board's title to the township WN 194/128 on 11 October 1923
[784] Transfer 155776 on WN CT 194/128. Fresh certificate to Webster & Neale WN CT 306/64.
[785] Transfer 180724 registered on 23 December 1926 on WN CT 306/64
[786] A Parata whānau whakapapa from files relating to Hemi Matenga's will shows Matapere as Wi Parata's daughter and married to Ropata (AAMK 869 W3074 751/c 24/1/6 pt 1, ANZ Wgt)

of the Native allotments and how the Crown responded to his request to be permitted to lease the allotment to a European tenant.

In January 1901, lawyers wrote to the Acting Surveyor General stating that they acted for 'Wi Parata, the Native Owner of the Township, and also for a proposed Lessee from him of section marked 42 on the plan and shown as a Native Reserve.'[787] They wanted to clarify:

> whether this Reserve and others on the plan were excepted as "Native Allotments" or Reserves under section 6 of "the Native Townships Act 1895["] If that be so, then this Reserve apparently cannot be leased. It is vested in the Crown to be held in trust for the use and enjoyment of the Native owner according to the prescribed regulations. There is no power to lease in the Act, and there are apparently no regulations yet made dealing with the leasing of these Reserves.[788]

However, the lawyers were very careful to say Wi Parata considered that the section belonged to him and he had already taken steps to lease it out to a European. The lawyers pointed out that:

> Wi Parata does not take this view of the matter. He regards these Reserves as having been reserved for him, and as having been excepted from the plan as belonging absolutely to him. Some time ago he agreed to lease this section 42 to our client Mr J F Mills, upon the same terms of leasing as are contained in the leases which the Commissioner is empowered to grant under the Act, at a rental of £25 per annum. The question now to be determined is whether he can grant a valid lease of the Section.[789]

Most of all they emphasised that, whatever the status of the sections, Wi Parata 'was certainly unaware that the Reserves were to be taken and tied up in this manner.' Wi Parata considered that the Native reserves 'were excepted portions of the township, and remained vested in him, and that he was free to lease them as he wished, and as he agreed with Mr Mills to do.'[790] As noted above, under the Native Townships Act 1895 Māori did not retain legal ownership of the Native allotments. These were vested in the Crown 'in trust for the use and enjoyment of the Native owners.'[791]

Wi Parata's lawyers pointed out that having Native allotments, which the Crown intended Māori owners of the township to live on, was a poor fit in the case of Wi Parata and Parata

[787] Skerrett & Wylie, Barristers & Solicitors, Wellington to the Acting Surveyor General, 21 January 1901 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[788] Skerrett & Wylie, Barristers & Solicitors, Wellington to the Acting Surveyor General, 21 January 1901 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[789] Skerrett & Wylie, Barristers & Solicitors, Wellington to the Acting Surveyor General, 21 January 1901 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[790] Skerrett & Wylie, Barristers & Solicitors, Wellington to the Acting Surveyor General, 21 January 1901 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[791] Section 12(3), The Native Townships Act 1895

Native Township. As a result, they argued that Wi Parata should be permitted to lease out the Native allotment on section 42. In particular, the lawyers considered that this was the best way for Wi Parata to benefit from and enjoy the Native allotments. The lawyers noted that Native allotments comprised a portion of land that was 'kept intact for the Natives, the obvious intention being to make a provision for them to prevent them from becoming quite indigent.' It was, they argued, clear in the Act that Native allotments were to be residential. However, they pointed out in this case circumstances made this impractical:

> In the case of this present township, however, the matter is entirely different. There is but one Native Owner – Wi Parata. Obviously he cannot use the Reserves as residential sites, his residence being elsewhere. He is, moreover, a large landowner apart from this land, and there is no necessity to make for him such provision as might be necessary in the case of a number of Native Owners of any township. These Reserves are, therefore, of no use of benefit to him as matters stand at present. He can obtain no revenue of any kind from them; in fact he is compelled to pay rates upon them, and they are likely to become a burden to him instead of a benefit. They can be of no use to him personally for grazing or similar purposes, owing to their being too small in area.[792]

The lawyers sought the Surveyor General's opinion on the status of the land in question (section 42), and asked that if it was indeed a Native allotment, which could not be leased, that the Crown consider introducing regulations to make leasing possible in this case. They suggested that as a safeguard, leasing by a Native owner could be permitted only 'if the Native Land Court were satisfied that such lease was for the benefit of the Native Owner – as it undoubtedly is in this case.'[793]

Certainly, the labelling of both sections 42 and 25 as 'proposed Native Reserves' on the Parata Native Township Plan (which was exhibited publicly) did little to clarify their status as Native allotments. Instead it may have re-enforced Wi Parata's view of them as 'Native reserves' that had been excluded from the township when it was gazetted, and therefore remained in his ownership and control. The survey office was also uncertain whether section 42 was a Native allotment or a Native reserve and sought the opinion of the Commissioner of Crown Lands.[794] The Commissioner concluded that despite their labelling, all three sections were Native allotments in the meaning of the Native Townships Act 1895:

> I have the honour to inform you that sections 41, 42, & 25 in the above township were shewn on plan forwarded to you on 27.7.99, for exhibition, &c, as proposed Native

[792] Skerrett & Wylie, Barristers & Solicitors, Wellington to the Acting Surveyor General, 21 January 1901 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[793] Skerrett & Wylie, Barristers & Solicitors, Wellington to the Acting Surveyor General, 21 January 1901 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[794] Assistant Surveyor General to the Surveyor General, 6 February 1901 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

> Reserves, and they are apparently set aside under section 6 of "The Native Townships Act, 1895" as Native allotments to dealt with as provided by section 12(3) of said Act.[795]

This determination was conveyed to Wi Parata's lawyers on 20 February 1901.[796]

The Crown initially refused to formalise the lease between Wi Parata and J F Mills for the Native allotment, because the Native townships legislation made no provision for Native allotments to be leased. When W J Napier, member of the House, wrote to the Minister of Lands restating the case on behalf of 'a friend of mine – J F W Mills', the intended lessee[797] he was told that the section had been reserved for the 'personal use of the Native owner and I am not aware of any law which would permit the Government or the Surveyor General, to allow Mr Wi Parata or an owner of the Township, to lease this allotment.'[798]

However, the arguments in favour of allowing Wi Parata to lease out the Native allotment had an effect. The Under Secretary for Lands asked Wi Parata's lawyers to suggest regulations 'to meet Wi Parata's case' which would then 'receive consideration.'[799] Section 23 of the Native Land Claims Adjustment and Laws Amendment Act 1901 was passed, making special provision to allow Wi Parata to lease the Native allotment on section 42 of the township. Such leases were to conform to the terms and conditions offered to lessees of regular Native township sections.[800]

The change to the legislation allowed section 42 to be leased, but did not specifically allow for Wi Parata to arrange the lease privately himself, and he was therefore not able to exercise the level of control he believed was his by right. He had already taken steps to place a tenant on the section 42 Native allotment, and no doubt envisaged collecting and controlling the rents as he would with any other land he had title to. In preparation for the granting of the lease, Mr Lindius, the Crown Lands Ranger, was instructed to provide a description of the property and an annual letting value. He was also asked to 'advise whether Wi Parata's daughter is

[795] Commissioner of Crown Lands to the Surveyor General, 12 February 1901 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[796] Under-secretary of Lands to Skerrett & Wylie, Wellington 20 February 1901 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[797] W J Napier, MHR to Minister of Lands, 5 September 1901 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[798] T G Duncan, Minister of Lands to W J Napier, MHR, 23 September 1901 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[799] Under-secretary of Lands to Skerrett & Wylie, Wellington 20 February 1901 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[800] Section 23, Native Land Claims Adjustment and Laws Amendment Act, 1901

occupying the section: whether there are any improvements, their value, and who is entitled to receive any moneys which may be paid for them by incoming tenant.'[801]

Subsequently, Wi Parata was informed by the Commissioner of Crown Lands that this inspection was to take place, and asked whether Wi Parata's daughter was currently in occupation, whether there were any improvements, and who made them.[802] But he was also told that 'the effect of section 23 of the Native Land Claims Act, 1901 withdraws the above section from its reservation as a Native Allotment, and authorises the leasing of it under section 14 of "The Native Townships Act, 1895.' Therefore, the lease was offered for public competition and not left for Wi Parata to arrange privately.[803]

What emerges from the Crown Lands Ranger's report was that Wi Parata's placement of his daughter on the Native allotment has been informal and customary. He considered that he had given her the right to use and occupy the land but the ownership remained with him. In turn, when she no longer needed to live there, she considered that she had the right to lease it to a settler tenant. On 21 January 1902, the Crown Lands Ranger reported that the house on section 42:

> belongs to Wi Parata's daughter Mrs Ropata of Otaki she has however leased it to Mr Oliver for a term of 3 years, as from the 20th March 1900 at a rental of 7/- per week. Wi Parata informed me that Mrs Ropata had no claim to the land, he merely gave her permission to build there … I was told that Mrs Ropata strongly objects to parting with the house, - The fencing has been done by Mr Oliver and he is entitled to the value thereof but Mrs Ropata is entitled to the value of the house.[804]

Wi Parata was then informed that he would need 'to take steps to determine Mr Oliver's lease before a lease of the section can be offered to the public by auction or tender.'[805]

Wi Parata seems to have had little choice but to agree that the section would go up for public auction for leasing, and at his request it was 'weighted' with £170 worth of improvements. His

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[801] Commissioner of Crown Lands to H Lindius, Crown Lands Ranger, Wanganui, 10 January 1901 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[802] Commissioner of Crown Lands to Wi Parata, 10 January 1910 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[803] Commissioner of Crown Lands to Wi Parata, 10 January 1910 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[804] H Lindius, Crown Lands Ranger to the Commissioner of Crown Lands, 21 January 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt
[805] Commissioner of Crown Lands to Wi Parata, Waikanae, 3 February 1902 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt

daughter (Mrs Ropata) also gave her written consent to the lease being offered.[806] The auction took place on 30 March 1903. In 1911, lawyers for Hemi Matenga enquired about whether the rents from the section were being paid to him.[807] The Maori land board replied stating that section 42 was under a 21-year lease from 1 July 1903 (with an annual rental of £3 15s 0d). The rent received was included in rents being paid to Hemi Matenga.[808]

Section 42 was sold in May 1923 to the lessees, William and Sarah Hunter, at which time the trustees of Hemi Matenga's estate (not the beneficiaries) would have had to consent to the sale.[809] As noted at the beginning of this section, the Native Townships Act 1910 allowed the Maori land board to sell any land within the township 'with the precedent consent in writing of the beneficial owners, or of their trustees.'[810]

4.2.5 Urupā/cemetery on section 41

Ruakohatu urupā is located on section 41 of Parata Native Township. It is the burial ground of the Parata whānau, and Wi Parata himself is buried there. It sits beside St Luke's Church.[811] Figure 28 above shows the urupā, its location in relation to the church and to the Native allotment on section 42 of the township. Section 6 of the 1895 Native Townships Act specified that it was the duty of the Surveyor-General to include in the township 'every Native burying-ground'. Ruakohatu urupā is the only part of Parata Native Township that remains in Māori ownership today.

The status of the urupā was periodically discussed during the life of the township. This revealed a degree of confusion about its status and ownership amongst Crown officials. It was not until 1958 that the section was formally set apart as an urupā under section 439 of the Maori Affairs Act 1953. The urupā was discussed in January 1923, when the district Maori land board was identifing what they called 'empty' township sections, with a view to leasing them. Amongst

[806] S W Smith for Commissioner of Crown Lands to the Surveyor General, 23 January 1903 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[807] Field & Luckie, Wellington to the President, Ikaroa District Maori Land Board, Wanganui, 18 September 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[808] President, Ikaroa District Maori Land Board, Wanganui to Field & Luckie, Wellington, 21 September 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[809] Transfer 152937 registered on 22 May 1923 on WN CT 194/128. A fresh certificate of title, WN CT 30/82 was then issued to them for sections 6, 7 and 42 of Parata Native Township.
[810] Section 23(1), The Native Townships Act 1910
[811] Hohepa, Simon, 'Parata, Wiremu Te Kakakura', Dictionary of New Zealand Biography, first published in 1993, updated June, 2017, Te Ara – the Encyclopaedia of New Zealand, https://teara.govt.nz/en/biographies/2p5/parata-wiremu-te-kakakura (accessed 30 April 2018)

the sections identified was section 41, which they noted 'appeared to form part of the cemetery, but there is no record of this having been granted as such.'[812] The trustees of the estate were unable to provide any further information about the urupā.[813] The matter seemed to rest there, and nothing further was done at that time.

In June 1925, Maui Pomare wrote to the Native Minister regarding the status of cemetery. It is unclear what prompted him to do so. He stated that:

> I have to advise that this reserve is shewn on the plans of the Parata Township, Block IX, Kaitawa Survey District. I am informed that the Cemetery is known as Section 41 and that on the plan above referred to the Native reserve is shown on the opposite corner to section 41. I am given to understand that this is an error.[814]

The registrar of the Native Land Court then looked into the matter further and reported that 'Plan WD 1586 showing the South West corner a Native Reserve (Waihi [sic] Tapu) containing 1 rood 12 perches and known as Section 41. This section, which is probably the cemetery Reserve, is part of the Parata Township.'[815]

In terms of its ownership, the registrar stated that Parata Native Township had been vested in the Ikaroa District Maori Land Board since 1910 but he could 'find no trace of trustees having been appointed for this reserve.'[816] A note on this letter shows that it was circulated to Maui Pomare for his information. The Native Department then asked the Lands Department for further information. They did not have any but did confirm that 'when the Parata Township was first laid out by survey this section (No.41) was marked as a Cemetery Reserve (Waihi [sic] Tapu) but it was never gazetted' separately as a reserve.[817]

Officials were unclear whether the urupā was a Native allotment or a public reserve. The Under-Secretary of Lands suggested that if it was shown as a cemetery reserve then 'it would apparently be vested in the Crown pursuant to the subsection (2) of section 12 of the last

[812] Registrar, Ikaroa District Maori Land Board to Pitt & Moore, Solicitor, Nelson, 19 January 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[813] Pitt & Moore, Solicitor, Nelson to the Registrar, Ikaroa District Maori Land Board, 20 February 1923 in ABRP 6844 W4598 59/ 6/02/2001 pt 3, ANZ Wgt
[814] M Pomare to the Native Minister, 26 June 1925 in AANS 25421 W5951 334/ RRC 1108 pt 1, ANZ Wgt
[815] C H Mackay, Registrar to the Under-secretary, Native Department, 5 August 1925 in AANS 25421 W5951 334/ RRC 1108 pt 1, ANZ Wgt
[816] C H Mackay, Registrar to the Under-secretary, Native Department, 5 August 1925 in AANS 25421 W5951 334/ RRC 1108 pt 1, ANZ Wgt
[817] Commissioner of Crown Lands to the Under-secretary for Lands, 4 September 1925 in AANS 25421 W5951 334/ RRC 1108 pt 1, ANZ Wgt

mentioned Act [The Native Townships Act 1895], and section 11 of the Native Townships Act, 1910.'[818] That is, that it should be categorised as a public reserve. In reply, the Commissioner of Crown Lands disagreed, considering that it ought to be regarded as a Native allotment. He pointed out that the land in question was shown:

> as "Wahi Tapu" meaning "sacred or burial ground." Section 6 of the above mentioned Act makes provision for Native Allotments or reserves and states that "it shall be the duty of the Surveyor General to include in such reserves every Native burying-ground". I am, therefore, of the opinion that the land in question is not governed by Section 12 (Subsection 2) of the Native Townships Act, 1895, or by Section 11 of the Native Townships Act, 1910 as it is a "Native Allotments" set aside for the use of Native owners.[819]

It appears that Crown officials did nothing further about section 41 at that time, other than forward this information to Maui Pomare with the comment that 'in view of the Commissioner's remarks the matter appears to be one for the Native Land Court and the Native Department.'[820]

The matter remained unresolved until May 1956, when the Native Department had an exchange with the Maori Trustee about whether the remaining Parata Native Township lands could be re-vested in the beneficial owners or should be freeholded.[821] The Maori Trustee agreed to the freeholding path, but noted that section 41 was shown as 'Wahi Tapu', and asked 'would you please look into this and see if there is any way of removing this from the title, say by being declared a Maori reservation.'[822] On 11 November 1958, the matter came before the Maori Land Court and Judge Jeune made an order under section 439 of the Maori Affairs Act 1953 recommending that the 'Wahi Tapu otherwise lot 41 on Deposited Plan 1031 be set apart as Burial Ground.' It was vested in Te Iti Ropata, of Paraparaumu, Were Parata of Waikanae, Alfred Francis Blackburn and Tukumaru Hona Webber as trustees.[823] As discussed in chapter 3, these two men later became trustees of Hemi Matenga's estate. This order was gazetted in

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[818] Under-secretary for Lands to the Commissioner of Crown Lands, 8 September 1925 in AANS 25421 W5951 334/ RRC 1108 pt 1, ANZ Wgt

[819] Commissioner of Crown Lands to the Under-secretary for Lands, Wellington, 15 September 1925 in AANS 25421 W5951 334/ RRC 1108 pt 1, ANZ Wgt

[820] A D McLeod to Hon. Sir Maui Pomare, 28[3?] September 1925 in AANS 25421 W5951 334/ RRC 1108 pt 1, ANZ Wgt

[821] R N Jones, Assistant District Officer to the Maori Trustee, 21 May 1956 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt

[822] Head Office, to the District Officer, Wellington, 29 May 1956 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt

[823] K H Mason for District Officer, Department of Maori Affairs, Wellington to A F Blackburn, Palmerston North, 30 May 1961 in ARBP 6844 W4598 59/ 6/02/2001 pt 6, ANZ Wgt. Appointment of trustees see Otaki MBk No. 67, p 335

May 1959. The gazette notice gave section 41 an area of 0a 1r 12p, and stated that it was set apart 'as a Maori reservation for the purposes of a burial ground for the descendants of Wi Parata.'[824] A certificate of title was issued in favour of the trustees on 31 March 1961.[825] It is currently Māori land.

4.3 Public reserves, roads and streets

4.3.1 Statutory provisions for public reserves, roads and streets

The Native Townships Act 1895 required that a surveyor lay out the sections, allotments, reserves and streets.[826] Public reserves were vested in the Crown for purposes specified in the plan and 'dealt with as reserves under 'the Public Reserves Act 1881'.[827] Streets and roads shown on the plan were also vested in the Crown in fee simple and deemed to be roads 'within the meaning of 'the Public Works Act 1894.'[828] The Commissioner of Crown Lands, as head of the Department of Lands and Survey, was responsible for administering public reserves, roads and streets.[829]

The Act did not provide any means by which beneficial owners of the township could object formally to the street layout or takings for public reserves. Nor could they be compensated for the taking of township land for roads, streets or public reserves during the initial creation of the township.[830] As Ralph Johnson and other historians have noted, Native townships were made exempt from the normal practice of paying compensation for public works takings of land. For other types of land, compensation was available under the Public Works Act 1894. The lack of compensation for land taken for public reserves and streets during the initial establishment of Native townships appears to reflect the Crown's view that the financial and practical benefits of the amenities provided to Māori owners of the townships were considered sufficient 'compensation' for the taking of township land for such amenities.[831]

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[824] *NZ Gazette,* 14 May 1959, No. 27, p 614. WN 889/76 (31 March 1966)
[825] WN CT 889/76
[826] Section 5(1), The Native Townships Act 1895
[827] Section 12(2), The Native Townships Act 1895
[828] Section 12(1), The Native Townships Act 1895
[829] Boulton, 2003, Wai 903, A39, p 54
[830] Waitangi Tribunal, *Te Whiritauoka: The Whanganui Land Report,* 2015, p 820
[831] Ralph Johnson, 'Scoping Report on Whanganui Native Townships, 1895-1975', 2001, Wai 903, A28, p 6, citing Cathy Marr, 'Whanganui Land Claims: Historical Overview', 1995, Wai 903, A13, p 64 and citing Alan Ward, 'Whanganui ki Maniapoto: Preliminary Report to the Waitangi Tribunal', 1992, Wai 48, A20, p 112

Cathy Marr notes that, 'the lack of compensation was intended to be offset by the promised increase in value of the rest of the land, although this ignored the compulsory nature of the legislation.'[832] Alan Ward described this as 'a further example of the Liberal Government's tendency to resort to compulsory measures to assist private development.'[833] The Whanganui Tribunal likewise criticised the lack of compensation, noting that although 'it is probable that streets did enhance the value of the land, and the rents that Māori would obtain, … other citizens were not required to forgo compensation because they would benefit from roads.'[834]

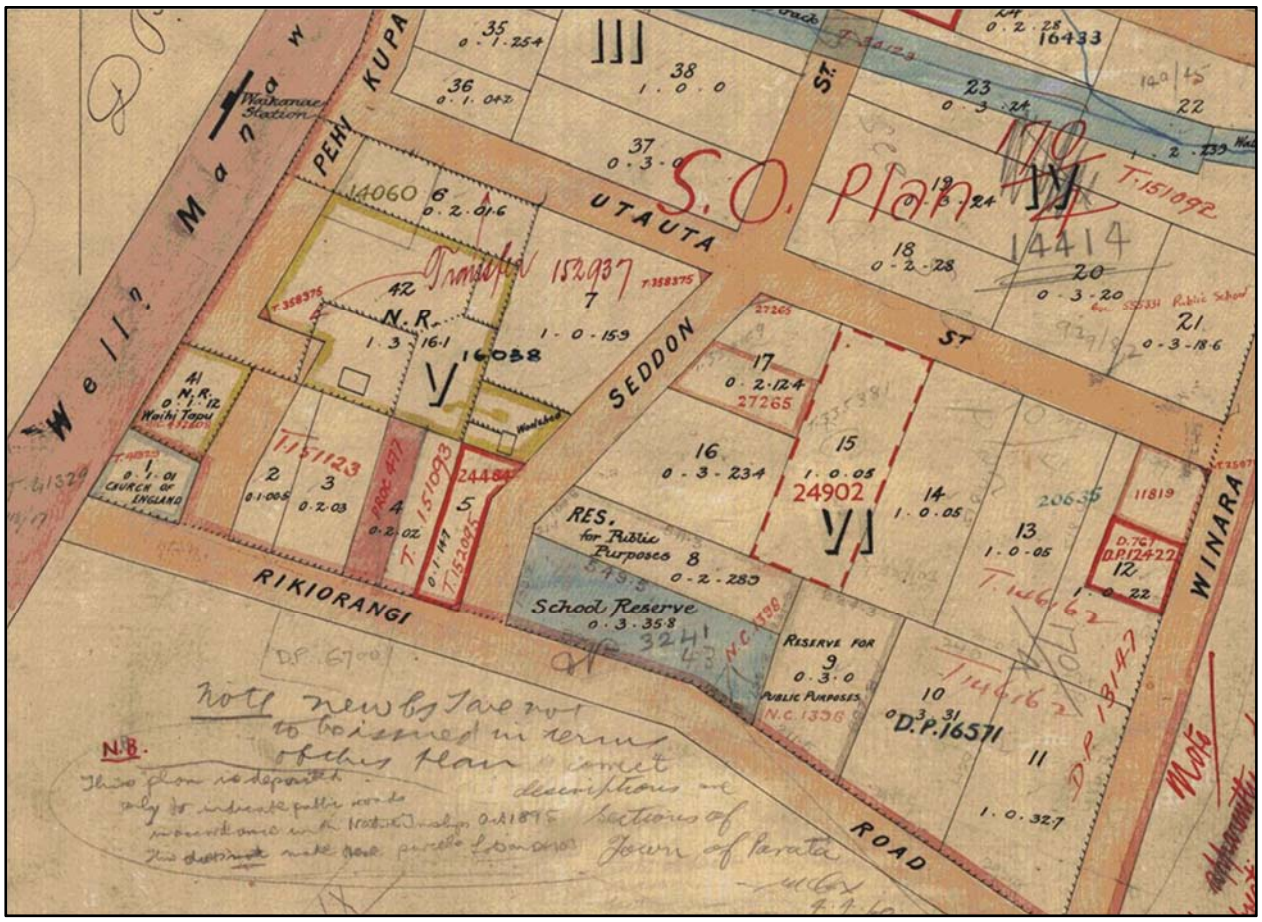

Figure 30: Detail from DP 1031 (1897) showing the location of the School Reserve (section 43), Reserve for Public Purposes (sections 8 and 9) and land taken for Post Office from section 4 (area shaded red)

[832] Marr, 1995, Wai 903, A13, p 64
[833] Cathy Marr, *The Alienation of Māori Land in the Rohe Potae (Aotea Block), 1840-1920',* Waitangi Tribunal, Rangahaua Whanui District No. 8, 1996, p 136 citing Alan Ward, 'Whanganui ki Maniapoto', p 112. Boulton, 2003, Wai 903, A39, pp 54-55
[834] Waitangi Tribunal, *Te Whiritauoka: The Whanganui Land Report,* 2015, p 821

4.3.2 Creation of public reserves, roads and streets

The roads and streets of Parata Native Township were first laid out in a survey by Martin under the instruction of Wi Parata, as part of his attempt to establish an independent township. The plan of the township Martin submitted to the Crown in January 1897 shows streets and township sections. The street pattern and street names, which were chosen by Wi Parata as significant to him, were adopted by the Crown in the approved Parata Native Township plan. These included streets named after two of his sons: Winara and Hira, and after one of his daughters, Utauta.

The final township plan (DP 1031) of July 1899 shows that some modifications were made to the January 1897 plan. These included the changing of 'Hetana Street' to 'Seddon Street', and extending this through to the back of the township (it originally ran only to an intersection with Hira Street). Some time between January 1897 and the finalising of the township plan by Martin in July 1899, 'Winara Road' was added along the southern side of the township and 'Pehi Kupe Street' became 'Pehi Kupa Street' – a misspelling of the name of his tupuna Te Pehi Kupe (compare Martin's plan in Figure 14 and the final township plan in Figure 15). It is unclear how these changes were negotiated between Wi Parata and the Crown. In his memorandum about the meeting between Wi Parata and the Chief Surveyor, the Chief Surveyor simply reported that 'the names of the street were agreed upon and certain extensions thereof approved.'[835]

However, Wi Parata 'objected to any road being laid between the Cemetery, the Church reserve, and the Railway Line.'[836] A comparison of Martin's 1897 township plan and the final Parata Native Township plan shows that although this wish was respected, Pehi Kupa Street was extended, cutting into the 'Native Reserve' on section 42 and along the inland side (non-railway side) of the urupā and church. As already discussed, Martin's 1897 plan shaded the whole of section 42 and the urupā red. This seems to have indicated that these were to be reserved (the 'school reserve' is also shaded red). This shading suggests that Wi Parata's intention was for the Native reserve and the urupā to form a single entity. If so, the extension

[835] Memorandum by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[836] Memorandum by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

of the road down and around the church and urupā undercut this intention, grouping the church and the urupā together instead.

Wi Parata also asked the Crown to make arrangements in 1899 'for the removal of the pipes from the Pipe Reserve in Hira Street, and that a reserve be set aside around the dam and along the stream to Winara Street.'[837] This was designed to formalise and safeguard the arrangement Wi Parata had made with the Wellington-Manawatu Railway Company in 1884 to provide them with access to water for the steam trains stopping at the Waikanae railway station. The final Parata Native Township plan (DP 1031) showed a straight line cutting across sections 34, 39, 23 and 22, which lay between Hira and Utauta Streets, and presumably this is a waterpipe. This was surrounded by a wider corridor of land shown as edged with a dotted line on the plan with the notation 'subject to water rights of the Wellington-Manawatu Railway Co.'[838] As chapter 2 notes this easement/water right was then recorded on subsequent titles for these sections.

Regarding public reserves, Martin's 1897 plan featured just one, namely the reserve for the school site (section 43). The Chief Surveyor's memorandum on his May 1899 meeting stated that Wi Parata 'had decided on the following reserves' these included section 1 for the Church of England … The School Reserve to stand as surveyed. Section 8 & 9 … to be reserved for Public buildings.' [839] There were also some discussions about allowing for a public domain or recreation ground as well, not on the township itself but on adjacent land.Wi Parata stated that 'the Recreation Ground could be laid off on this son's land opposite on the west side of the line.'[840] This seems to be a reference to his son Hira Parata, and may refer to section 27 Ngarara West C, which he owned.[841]

In January 1901, three months after the township sections were put up for lease, the public reserves in the township were formally gazetted. They comprised:
0a 3r 0p Section 9 Blk VI – 'for a site for public buildings of the General Government'
0a 2r 29p Section 8 Blk VI – 'for a site for public buildings of the General Government'

[837] Memo by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[838] Plan of the Parata Township, situated in Block IX., Kaitawa Survey District, R S Martin, Surveyor January 1897
[839] Memo by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[840] Memo by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[841] Walghan Partners, 2018, Wai 2200, A203, p 73

0a 3r 36p Section 43 Blk VI – 'for a public school site'[842]

The reserves were deemed to be vested in the Queen under section 12(2) of the Native Townships Act 1895 and were to be dealt with as reserves under the Public Reserves Act 1881.[843]

4.3.3 School site on sections 43, 18, 19 and 23

The relocation of their church from their kainga at Tukurakau to Parata Native Township in 1898, along with the establishment of a public school, were important to Wi Parata's vision of a township. Historians Chris and Joan Maclean recorded that in 1895 Wi Parata 'gave land for a government school to be built on the eastern side [of the railway line].'[844] A newspaper report of a Board of Education meeting in October 1895 recorded that 'an offer by Mr Wi Parata to lease an area of land at Waikanae as a site for a school at £5 a year was accepted.'[845] By giving his support and leasing land for a public school he was supporting education for both European and Māori pupils. It is interesting that there is no suggestion that Wi Parata considered giving his land for a Native school.[846] As a result of this arrangement, a lease between Wi Parata and the Education Board for the District of Wellington was was signed in February 1896 for an area of one acre. However, the rent was increased from £5 to £10 per annum. The reason for this increase is unknown, but it is possible that the amount of land being leased was larger than first proposed.

However, the Native Land Court refused to confirm the lease as such a lease was 'banned by Sec 3 of N[ative] L[and] L[aws] Amendment Act, 1895 being portion of a block containing more than 500 acres.'[847] Section 3 only allowed for the alienation (lease or sale) of Māori land blocks comprising less than 500 acres to anyone other than the Crown. Ngarara West C section

[842] Notice regarding land set aside for public reserves in the Parata Native Township, 27 December 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[843] *NZ Gazette,* 10 January 1901, No. 4, p 95
[844] Maclean and Maclean, *Waikanae,* 2010, p 57
[845] 'Education Board', *Evening Post,* 30 October 1895, p 2
[846] From 1867 it was possible for Māori communities to gift land to the Crown for Native (later Māori) schools. Between 1881 and 1916, the Crown received most of the parcels of land gifted by Māori for Native school purposes under the Native School Sites Act 1880 or by way of conveyance (Mary Gillingham and Suzanne Woodley, 'Northland: Gifted Lands', 2007, Wai 1040, A8, pp 25 & 28).
[847] File note by Registrar, Native Land Court, Wellington, 20 May 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

41, where the school was located, comprised more than 500 acres so Wi Parata was unable to lease the land to anyone but the Crown under this legislation.

Although the lease was not officially sanctioned it continued, with the rents being paid to Hemi Matenga. In 1906, the Education Board stated that:

> On February 1st 1896 this Board was placed in possession of a site of about an acre in extent at Waikanae for the purposes of a school site. From that date until July 31st 1905 the Board continue to pay rent at a rate of £10 per annum to Messrs Adams and Kingdon, who collected the rent as agents for Hemi Matenga, the native owner.[848]

The school was established by 1897 on what would later become section 43 of Parata Native Township. In September 1897, Wi Parata's surveyor, Mr Martin, submitted an amended plan of the township. He explained that 'Wi Parata gave sometime ago the school reserve, coloured red on tracing. There is a school erected on the section. It has been pegged out on the ground by the Education Board.'[849] In March 1899, (five months before the township was gazetted), the Education Board made a request 'that provision should be made for a permanent school site, near the present rented land, when the Waikanae Township is arranged for.'[850] No reply to this letter has been found. The school reserve was shown on the final plan of the township as section 43 (see Figure 30 above). As noted at the beginning of this section, it was then formally gazetted as a public reserve in January 1901.[851]

In 1906, the Education Board sought clarification as to the status of the school reserve, and whether it was the Crown or the Māori owner that was administering it. The board noted that 'when the township plan was deposited in the office of the District Land Registrar … Section 43, Block VI, Parata Township, became vested in the Crown, and the former owner was no longer entitled to receive rent for it' but the board had only recently become aware of this. [852] As a result, the board had 'continued to pay rent at the rate of £10 per annum until July 31st

[848] G L Stewart, Secretary, Education Board, Wellington to the Commissioner of Crown Lands, 22 May 1906 in ADXS 19483 LS-W1 481 24530, ANZ Wgt
[849] R B Martin to the Chief Surveyor, Wellington, 4 September 1897 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[850] Assistant Surveyor General to the Chief Surveyor, Wellington, 15 March 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[851] *NZ Gazette,* 10 January 1901, No. 4, p 95
[852] G L Stewart, Secretary, Education Board, Wellington to the Commissioner of Crown Lands, 22 May 1906 in ADXS 19483 LS-W1 481 24530, ANZ Wgt

1905.'[853] The board calculated that it had paid Hemi Matenga £54 16s 9d in rents that it considered he had no right to charge or receive. The board advised that Hemi Matenga had 'declined to make restitution', and asked the Commissioner of Crown Lands 'whether it is within your power to assist the Board to obtain redress.'[854] The Commissioner was unable to help, stating that 'the position seems to be quite clear that there is no power for me to interfere in the way of intercepting payments or any part thereof which are due to the original Native owners of the townships.'[855]

In 1908, the Education Board decided to abandon the initial school site, which they considered swampy and unsuitable, and build a new school on sections 18 and 19 of the township.[856] The board then sought to acquire title to those sections and reported that they had made 'all arrangements' for the 'acquisition' of the new sections 'with the Native owners.'[857] This implied that the Education Board and Hemi Matenga himself considered that the Māori owner had the power to sell or lease the township sections .

In fact, the Native Townships Act 1895 did not permit the beneficial owners or the Crown to sell township land (though this would change two years later when the Act was amended in 1910). Writing to the Native Department the Education Board stated: 'it has now been found, however, that there is no means of obtaining the title without legislation, and a clause has been prepared for inclusion in the Bill now in hand dealing with Native land matters.' The board asked that the proposed legislation be sent to the Native Minister for his consideration and inclusion in the Bill.[858] A short time later the board sought to include in the Bill another area of township land - section 23 - for a teacher's residence.[859] This was agreed to and section 38 of the Maori Land Laws Amendment Act 1908 was enacted, which provided for the sections the Education Board wished to acquire (sections 18, 19 and 23) to be 'vested in His Majesty

[853] G L Stewart, Secretary, Education Board, Wellington to the Commissioner of Crown Lands, 22 May 1906 in ADXS 19483 LS-W1 481 24530, ANZ Wgt
[854] G L Stewart, Secretary, Education Board, Wellington to the Commissioner of Crown Lands, 22 May 1906 in ADXS 19483 LS-W1 481 24530, ANZ Wgt
[855] Mr Smith for Commissioner of Crown Lands to the Secretary, Education Board, Wellington, 23 December 1907 in ADXS 19483 LS-W1 481 24530, ANZ Wgt
[856] Bassett, 2018, Wai 2200, A202, p 179 and Maclean and Maclean, *Waikanae,* 2010, p 67
[857] Secretary, Education Board, Wellington to the Under-secretary, Native Department, 26 August 1908 in ACIH 16036 MA 1 954/ 1908/457, ANZ Wgt
[858] Secretary, Education Board, Wellington to the Under-secretary, Native Department, 26 August 1908 in ACIH 16036 MA 1 954/ 1908/457, ANZ Wgt
[859] Secretary, Education Board, Wellington to the Under-secretary, Native Department, 11 September 1908 in ACIH 16036 MA 1 954/ 1908/457, ANZ Wgt

the King in trust for the Native owners according to their relative shares or interest therein.' It empowered the Crown to 'grant the said piece of land in fee-simple to the said Board as a site for a public school and teacher's dwelling' and enabled the District Land Registrar to give effect to the transaction. Section 38 also provided for 'every person, whether Native or European, hereby deprived of any estate or interest in the said land' to apply for compensation from the Education Board. The amount of compensation payable was to 'be determined in [the] manner provided by Part IV of the Public Works Act, 1908, as if the said land had been Native land taken for public works.' The Act did not, however, make any provision for the original school site to be revested in the owners.[860]

The Education Board's request that the Commissioner 'issue a warrant to the District Land Registrar at Wellington to enable him to issue to the Education Board of the District of Wellington a certificate of title in lieu of grant' for the three sections was passed to the Aotea District Maori Land Board, who had begun administering the township from 1908.[861] In response, the land board pointed out that under section 38 of the Act there was 'no authority for the Maori Land Board to take any action.' Instead it presumed that 'the Crown will have to take the necessary steps, the Maori Land Board not being a party to the matter until the question of compensation under the latter part of the section, comes up.' At that point, the land board said, it would be involved 'to watch to the interests of the beneficial owners.'[862]

In early 1909, the Maori land board sought information about whether any compensation had been paid as a result of the sale of sections 18, 19 and 23 for education purposes. In March 1909, the Education Board confirmed that it had:

> purchased Sections 18, 19 and 23 [Block IV Parata Township] for school purposes, and has now entered into occupation. The right of the lessees has been purchased, and arrangement has been made for the purchase of the interests of the owner, Mr Hemi Matenga.[863]

[860] Bassett, 2018, Wai 2200, A202, p 180
[861] Brandon, Hislop & Johnston, Wellington to the Commissioner of Crown Lands, 26 October 1908; and Commissioner of Crown Lands to the President, Aotea Maori Land Board, Wanganui, 19 November 1908, both in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[862] President, Aotea Maori Land Board to the Commissioner of Crown Lands, 25 November 1908 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[863] Secretary, Education Board, Wellington to Clerk, Aotea District Maori Land Board, Wanganui, 4 March 1909 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

With this information to hand, the Maori land board applied to the Native Land Court under section 22 of the Native Townships Act 1895 for the Court to determine how much compensation should be paid by the Crown for the taking of sections 18, 19 and 23 comprising 2 acres 1 rood 36 perches for the school site and teachers' residence.[864]

Prior to the compensation hearing, the district Maori land board and education board came to an agreement about the amount of compensation to be paid to Mr Stansell, the former lessee, and to Hemi Matenga, the beneficial owner of the land. The Education Board had previously reached agreements with Hemi Matenga and the lessee, Mr Stansell, to pay each of them £150 for their interests. The Education Board paid Stansell £150 and took over the lease (which had 14 years yet to run at £5 10s 0d per annum).[865] They had done so in lieu of a hearing into compensation. The board confessed that 'the duty of applying to the Native Land Court for approval of the sum of £150 as purchase money or compensation was overlooked owing to the length of time between the settlement of the necessary statutory provisions and the issue of the title.' At the time they made these agreements, the board understood that 'the sum of £150 was the full value of the freeholder's interest.'[866] They assured the Maori land board that they were 'willing to pay that sum as soon as the Native Land Court makes an order accordingly.'[867]

For its part, the Maori land board considered it had a duty to ensure that the Maori beneficial owner received adequate compensation for the loss of the sections to the new school site. This involved commissioning a valuation of the sections, which put the total capital value at £154, with the owners' interests valued at £145, but with the leaseholder's interest worth just £9.[868] The Maori land board indicated that it would accept £150 in compensation on behalf of the beneficial owner and would arrange for the Native Land Court to deal with the matter when it

[864] Application to Native Land Court by Aotea District Maori Land Board to determine compensation for acquisition of land for school site in Parata Native Township, 31 July 1909 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt. Section 22 of the 1895 Act gave the Native Land Court the 'jurisdiction to hear and determine all questions affecting the share or interest of Her Majesty or of any Native owner in any Native township, or in the proceeds of the sale to Her Majesty of any such share or interest or otherwise howsoever.'
[865] Secretary, Education Board, Wellington to the Under-secretary, Native Department, 16 June 1910 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt
[866] Secretary, Education Board, Wellington to the Under-secretary, Native Department, 16 June 1910 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt
[867] Secretary, Education Board, Wellington to the Under-secretary, Native Department, 16 June 1910 in AAVN W3599 869 box 239 54/16/11 pt 1, ANZ Wgt
[868] Certified copy of entry in valuation roll, as at 20 July 1907 date stamped 27 June 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt

next sat in Wellington.[869] In May 1911, the Maori land board paid £200 to Hemi Matenga 'on account of purchase money received from the sale of sections 18, 19 and 23, Block IV, to the Education Board and Section 4, Block V, to the Public Works Department.'[870]

A few years later the matter of who now owned the original school site (section 43) arose. This illustrates the continuing lack of clarity about the ownership and control of the former public reserve. On 10 February 1915, the Education Board wrote to the Maori land board asking them to arrange to have the title to section 43 issued to them.[871] A later letter explained that the Education Board was seeking title to the section so they could sell it.[872] The Maori land board referred the Education Board to the Commissioner of Crown Lands claiming that the land in question was vested in the Crown to be dealt with under the Public Reserves and Domain Act 1908 (see Section 11 Native Townships Act 1910).[873] Further investigation by the registrar of the Native Land Court, however, revealed that both the 'school reserve' (section 43) and the 'reserve for public purposes' (sections 8 & 9) had been wrongly included in the title issued to the district Maori land board for the township. This had to be remedied before the Commissioner could 'deal with [the] section under the Public Reserves and Domain Act, 1908.'[874]

The situation became increasingly unclear as the matter progressed. On 4 May 1915, lawyers for the Education Board wrote to the Under-Secretary for Lands 'to apply for a title to this section [sec 43 Blk VI Parata Native Township] which had originally been reserved for a site for a school.' They had built a new school and needed a title so they could sell this section.[875] In response the board was told that they might already have title to the section but it was unclear which legislative provisions took precedence. He explained that:

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[869] J B Jack, President, Ikaroa District Maori Land Board to Brandon, Hislop & Johnston, Wellington, 5 September 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[870] Clerk, Ikaroa District Maori Land Board to Hemi Matenga, Wakapuaka, Nelson, 4 May 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[871] Secretary, Education Board, Wellington to the Registrar, Ikaroa District Maori Land Board, 10 February 1915 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[872] Brandon, Hislop & Brandon, Wellington to the Under-secretary for Lands, 4 May 1915 in AANS 7609 W5491 47/ 39588, ANZ Wgt
[873] Registrar, Ikaroa District Maori Land Board to the Secretary, Education Board, Wellington, 21 April 1915 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[874] Registrar, Ikaroa District Maori Land Board to the Commissioner of Crown Lands, Wellington, 21 April 1915 in ABRP 6844 59/ 6/02/2001 pt 2, ANZ Wgt
[875] Brandon, Hislop & Brandon, Wellington to the Under-secretary for Lands, 4 May 1915 in AANS 7609 W5491 47/ 39588, ANZ Wgt

> … section 8 of the Education Reserves Act Amendment Act, 1882, (now section 5 of the Education Reserves Act 1908) enacted that all lands reserved under any Act for school sites became vested, without grant, conveyance or transfer, in the Education Board of the district in which they are situated.
>
> The land mentioned in your letter was set apart in the year 1900 by virtue of having been marked as a school reserve on the plan deposited in the office of the District Land Registrar at Wellington in terms of Sections 11 and 12 of the Native Townships Act, 1895, and therefore would appear to have immediately become the property of the Wellington Education Board in accordance with section 8 of the Act of 1882.
>
> If, however, it is held that the provisions of section 11 of the Native Townships Act 1910, which provides that all reserves in Native townships shall be dealt with as public reserves under the Public Reserves and Domains Act 1908, overrides the provisions of section 5 of the Education Reserves Act 1908, the only method of giving the Education Board a title to this land would appear to be by special legislation. Section 4(b) of the Public Reserves and Domains Act, 1908 which you suggest gives (with subsection 3 of section 11 of the Native Townships Act 1910) the necessary power, applies only to reserves comprised in Class I of the Second Schedule of the Act and not to school sites, which are comprised in Class III.
>
> It is therefore considered that Section 43 Block VI Parata Township is already the property of the Wellington Education Board and that the District Land Registrar should upon receipt issue a title in its favour.[876]

On 6 May 1915, lawyers for the Education Board replied saying that they were making application for title to be issued.[877]

In the end the Education Reserves Act Amendment Act 1882 prevailed and the Education Board was deemed to already own the original 'school reserve.' A certificate of title was issued in favour of the Education Board on 3 May 1915 for section 43.[878] The board then subdivided section 43 into seven lots, and quickly sold part of the section (lot 7, DP 3241) to Albert Johnston, William Rickard and six others on 20 November 1915.[879] The remaining land in the section (lots 1-6, DP 3241) was sold to Richard Hooper on 8 February 1929.[880] In effect, this meant that Māori received nothing for this land and the Crown had the use of it for a school and when it was no longer required, got the proceeds of the sale. Had the school been gifted for a Native School, there was provision for the land to be returned as it was no longer being used for the purposes for which it was given. But as it was under Native township legislation, there was no such provision and Maori lost their land and did not receive compensation for it.

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[876] F T O'Neill, Under-secretary, Lands Department to Brandon, Hislop and Brandon, Wellington, 5 May 1915 in AANS 7609 W5491 47/ 39588, ANZ Wgt
[877] Brandon, Hislop and Brandon, Wellington to F T O'Neill, Under-secretary, Lands Department, 6 May 1915 in AANS 7609 W5491 47/ 39588, ANZ Wgt
[878] WN 232/205
[879] Transfer 101462 on WN 232/205
[880] Transfer 196370 on WN 232/205

4.3.4 Reserve for Public Purposes on sections 8 and 9

Two other sections were reserved for public purposes in the township. This was agreed to by Wi Parata. As noted previously, under section 12(2) of the 1895 Act, all such public reserves were vested in the Crown. Sections 8 and 9 were formally set aside and vested in the Crown in January 1901.[881]

Little is known about how the reserves were used in the first fifty years of the twentieth century. In 1947, however, the Commissioner of Crown Lands recommended that the sections (and another public reserve at Paremata) be vested in local bodies, which for sections 8 and 9 was the Horowhenua County Council. He reported that both the County Councils had agreed in writing to the control of the Reserves being vested in them, and also to them being changed to Reserves for County purposes.[882] It is not clear from the correspondence located what promoted this decision. By November 1949, the Minister for Lands had approved the vesting and change of purpose.[883] On 2 March 1950, an Order in Council was gazetted formalising this change under section 7(1)(a) of the Public Reserves, Domains, and National Parks Act 1928.[884] A certificate of title for the two sections was then issued to the Horowhenua County Council 'in trust for County purposes.'[885]

4.3.5 Taking for Post Office from section 4

In addition to the public reserves gazetted around the time that Parata Native Township was created, a small piece of land was later taken from section 4 for the purposes of a post office.[886] On 25 March 1907, the Under-Secretary of the Public Works Department asked that the section be surveyed to enable them to take part of it. On 6 April 1907, surveyor W Lawn was instructed to peg off half the section as it had been decided that it would be acquired for a post office. The survey was completed and a plan was produced by 28 May 1907. A proclamation was published in the *New Zealand Gazette* on 25 July 1907, taking 0a 1r 1p of section 4, Block IX

[881] Notice regarding land set aside for public reserves in the Parata Native Township, 27 December 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[882] Commissioner of Crown Lands to the Under-secretary of Lands, 5 August 1947 in AANS 7609 W5491 47/ 39588, ANZ Wgt
[883] Director-General, Department of Lands and Survey to the Commissioner of Crown Lands, 11 November 1949 in AANS 7609 W5491 47/ 39588, ANZ Wgt
[884] *NZ Gazette*, No. 13, 2 March 1959, p 219
[885] WN 569/17
[886] This is also discussed further in Bassett, 2018, Wai 2200, A202, p 180-182

of Parata Native Township under the Public Works Act 1905 for the purposes of a post office.[887]

Because the land was taken under public works legislation after the township was laid out and proclaimed, compensation was payable to the beneficial Māori owner. However, obtaining compensation for the land taken took several years, and it was not until May 1911, almost 4 years after the land had been taken, that this was finally paid to Hemi Matenga. A valuation for the purposes of compensation was completed in November 1908, and on 19 January 1909 the Public Works Department asked the Commissioner of Crown Lands to forward a claim for compensation for the land taken.[888] On 19 March 1909, the Under-Secretary for Public Works wrote to the board explaining that the Solicitor-General had advised that:

> The land was original vested in the Crown under the Native Township Act 1895 in trust for the Native owners according to their relative shares or interests therein – Sec 12(4) – the effect of the proclamation taking the land is to discharge the land from this trust but the trust attaches to the compensation money. Although the case is not expressly provided for in the Act, I think that the Native Land Court has jurisdiction under section 22 to assess the compensation and ascertain the Native owners entitled thereto. When this is done the Crown can pay the money accordingly. If necessary a regulation could be made under Section 25 to meet the case.[889]

It was not until 31 July 1909 that the district Maori land board made an application to the Native Land Court under section 22 of the Native Townships Act 1895 to determine the amount of compensation payable.[890] The compensation case was set down for hearing on 18 June 1910.[891] As a result of this hearing, the Public Works Department proposed that £62 be paid to the district Maori land board as compensation for the taking. This sum was 'the capitalised value of the rental at the time of taking for the unexpired term of the lease, plus the then value of the reversion based on the assessed value of £60.' It also included 'interest for the three years at

[887] *NZ Gazette,* No. 64, 25 July 1907, p 2176. Annotated timeline of correspondence regarding Post Office taking, c. Feb 1909 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[888] Annotated timeline of correspondence regarding Post Office taking, c. Feb 1909 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[889] Bassett, 2018, Wai 2200, A202, p 181, citing Under-secretary, Public Works Department to the Clerk, Aotea District Maori Land Board, Wanganui, 19 March 1909 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt quoting opinion of Solicitor General
[890] Application to Native Land Court by Aotea District Maori Land Board to determine compensation for taking of land for Post Office in Parata Native Township, 31 July 1909 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[891] Registrar, Native Land Court to the Commissioner of Crown Lands, 13 June 1910 in ADXS 19483 LS-W1 344/ 16720 pt 2, ANZ Wgt

5% ...'[892] The board accepted this offer but a further hearing in the Native Land Court was required for it to be confirmed.[893]

On 31 January 1911, the board was notified that the compensation payment was on its way to them.[894] By March 1911, Hemi Matenga's lawyer's had contacted the board asking that the compensation be paid out to him: 'Our client is continually pressing us to get this money and is much annoyed at this delay in settlement.'[895] It was not until 4 May 1911 that Hemi Matenga was paid the compensation.[896] In another case, a 1914 balance sheet for the township recorded that the board deducted a commission of £5 6s 0d from the compensation received. This commission amounted to about three per cent of the compensation.[897]

Heather Bassett records that this post office was closed and a new post office was built in Mahara Place on the other side of the railway line in 1982. It is unclear whether the original post office site was offered back to the descendants of Wi Parata or Hemi Matenga under the public works legislation. But the outcome was that 'in 1983 the original site was declared as taken under sections 20 and 50 of the Public Works Act 1981 for cultural and community centre purposes, and vested in the Horowhenua County Council.'[898]

4.4 Gifted lands: Church (Section 1)

St Luke's Church has been part of the Te Ātiawa/Ngāti Awa ki Kapiti community since the 1870s and has been located at its present site since 1886. It therefore pre-dates the establishment of the Parata Native Township. Maclean and Maclean stated that:

> In 1886 the church built at Tukurakau in 1877 was moved by bullock wagon to its present site in Waikanae; Hemi Matenga and his wife Huria gave £65 towards removal expenses. The church was made freely available for all services, Pakeha and Maori, and in 1902 Wi Parata presented the site to the Wellington Anglican Diocese. In 1906 the

[892] Bassett, 2018, Wai 2200, A202, p 181, citing E Bold, Land Purchase Officer, Public Works Department to J B Jack, President, Aotea District Maori Land Board, 24 June 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[893] Bassett, 2018, Wai 2200, A202, p 182, citing J B Jack, President, Ikaroa District Maori Land Board to E Bold, Land Purchase Officer, Public Works Department, 5 September 1910 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[894] Under-secretary, Public Works Department to the President, Ikaroa District Maori Land Board, Wanganui, 31 January 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[895] Adams and Harley, Nelson to the Chairman, Ikaroa District Maori Land Board, 25 March 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[896] Clerk, Ikaroa District Maori Land Board to Hemi Matenga, Wakapuaka, Nelson, 4 May 1911 in ABRP 6844 W4598 59/ 6/02/2001 pt 1, ANZ Wgt
[897] Balance sheet, 1914 in ABRP W4598 6844 59/ 6/2/1 pt 2, ANZ Wgt
[898] Bassett, 2018, Wai 2200, A202, p 182 citing *NZ Gazette,* 23 June 1983, p. 1930

> church was consecrated and named St Luke's and a vicar, the Reverend J E Ashley Jones, was appointed.[899]

Wi Parata intended to gift the church site to the Anglican Church, and had his surveyor Martin show it as a site for the church on the plan he submitted to the government in September 1897. In negotaitions between Wi Parata and the Chief Surveyor over the final layout of the township in May 1899, Wi Parata specified land to be 'reserved', including section 1 for the church.[900]

Given that the church was well established on its site, the Anglican Church sought title to the section, even before Parata Native Township was gazetted. On 21 July 1899, the Archdeacon at Wellington wrote to the Commissioner of Crown Lands stating that 'Mr Wi Parata advised me that he wished to set aside for the Church of England the site on which the Church stands on the Rikiorangi Road, containing 0a:1r:1p, and he wishes advice as to the course to be adopted in bringing it under the Church authorities.'[901] The Department of Lands and Survey then advised the Archdecon that the matter was straightforward. The land had been included in a title to Wi Parata, and that as there were no restrictions on the title, a transfer from Wi Parata to the church could be prepared and registered if it were written in both Māori and English.[902]

Despite what appeared to be a straightforward process, Wi Parata experienced considerable delay and frustration in giving effect to his desire to gift the land to the church. On 4 August 1899, W H Quick, lawyer for the Anglican Church, wrote to the Native Minister enclosing a memorandum of transfer from Wi Parata to the Wellington Diocesan Board of trustees. But he noted that, 'it would appear that the alienation cannot be permitted by Order in Council or it would be void as the Lot is part of a block exceeding 500 acres.' This was in accordance with section 3 of the Native Land Laws Amendment Act 1895 Act (mentioned earlier in relation to the school site). He asked the Native Minister do what was necessary to obtain an order.[903]

At that point, the matter was shuffled from department to department, resulting in significant delay. Quick wrote to the Surveyor General about the transfer on 9 August 1899, but was simply told that 'the lot numbered 1 on the Township of Parata is not intended to be included

[899] Maclean and Maclean, *Waikanae,* 2010, pp 59-60
[900] Memo by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt
[901] Ven. Archdeacon Fancourt, Wellington to the Commissioner of Crown Lands, 21 July 1899 in ACGS 16211 J1 657/9 1901/258, ANZ Wgt
[902] Department of Lands and Survey, District Office, Wellington to Ven. Archdeacon Fancourt, 8 August 1899 in ACGS 16211 J1 657/9 1901/258, ANZ Wgt
[903] W H Quick, Solicitor, Wellington to the Native Minister, 4 August 1899 in ACGS 16211 J1 657/9 1901/258, ANZ Wgt

in the boundaries of the Town.'[904] This was an important finding. It appears that because section 1 was not included in the title of the township, it remained part of the remainder of Ngarara West C section 41. Hence, Quick's initial comment above about the church site being part of a block of more than 500 acres. As a result, the same question of restrictions on alienation that had arisen with Ngarara West C section 23 (discussed in chapter 2), the school site (discussed above), and the transfer of the township site and other lands to Hemi Matenga were raised again, creating the same delays and frustrations.

The Surveyor General's response did not provide the information that Quick had sought, so he wrote to him again on 29 August 1899 saying:

> You seem to have entirely misunderstood the purport of my letter referred to. I stated that Lot 1 was reserved by Wi Parata, and that is all that your letter informs me.
>
> I want an Order in Council to permit of his transferring to the Church. If the Lot has become vested in the Crown I would not have required a transfer from Wi Parata.[905]

The Surveyor General then explained that he had not given a more detailed answer because the letter had been sent on to the Justice Department because it required the removal of restrictions.[906] The church's lawyer contacted the Native Minister again on 18 February 1900 to follow up on the transfer he had sent him in August 1899. He noted that 'my application was not proceeded with pending my obtaining a letter from Wi Parata. I now enclose this letter which has been explained to him by Mr Hadfield a native interpreter before it was signed.'[907] The letter referred to was from Wi Parata to the Native Minister on 7 February 1900 in which he applied to the Native Minister for an Order in Council 'to permit of my transferring to the Wellington Diocesan Board of trustees, Lot I Wi Parata Township on which a Church has been built.' [908]

It transpired that there was considerable delay in getting Wi Parata's signature on the transfer and the matter had still not been concluded by February 1901. The church's lawyer, W H Quick, explained to the Under-Secretary of Lands on 23 February 1901 that there was a delay when his initial August 1899 letter was lost and passed from department to department. He was

[904] Surveyor General to W H Quick, Solicitor, Wellington, 18 August 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[905] W H Quick to the Surveyor General, 29 August 1899 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[906] Surveyor General to W H Quick, 11 January 1900 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt
[907] W H Quick to the Minister of Māori Affairs, 18 February 1901 in ACGS 16211 J1 657/9 1901/258, ANZ Wgt
[908] Wi Parata Kakakura to the Minister for Native Affairs, 7 February 1900 in ACGS 16211 J1 657/9 1901/258, ANZ Wgt

finally told he would need Wi Parata's signature to an application for transfer. In February 1900, Quick sent an application to Wi Parata for his signature, but he was slow to return it. Quick then sent the transfer itself and Wi Parata's letter authorising the transfer to the Native Minister. Quick stated that these delays:

> caused the difficulty of The Maori Land Administration Act to crop up. This is all the more vexatious insomuch as the matter itself is so simple – A church was built at Waikanae, of course with the understanding that the land on which it was built should be transferred to trustees – Mr Parata had the Lot cut out of the Parata Settlement so that he should carry out the understanding.[909]

In terms of the Maori Land Administration Act 1900, he assumed that the transaction would be considered an alienation by way of sale, with the building of the Church taken as the consideration paid. He pointed out 'that being so, it would appear by the latter part of section 22 [of the Act] that as the alienation would be only by one native, it would not be affected by the Act.'[910] The church site was finally exempted from restrictions on alienation under section 117 of the Native Land Court Act 1894 'for purpose of transfer to the Wellington Diocesan Board of trustees' on 25 March 1901.[911] However, it was not until 15 April 1902 that a certificate of title for the church site was issued to the Wellington Diocesan Board of trustees.[912]

4.5 Conclusion

Wi Parata was responsible for the initial layout and survey of Parata Native Township, which was then adopted and gazetted with minor changes by the Crown. As a result, the location and extent of the Native allotments, streets and Public Reserves in the township largely reflected his wishes. An 1890s sketch of Ngarara West C section 41 shows several buildings and a school on the township site. The land on which these two buildings sat was coloured red on the plan produced by Wi Parata's surveyor, Mr Martin, in September 1897. This later became the section 42 Native allotment. In May 1899, when Wi Parata met with the Chief Surveyor to finalise the layout of the township in preparation for it to be brought under the Native townships regime, he stated that he wished to set aside this land as a 'Native Reserves for Matapere (wife of Ropata Tangahoe)'. He also set aside section 25, which was 'to be reserved for Hame Matena [Hemi Matenga].' Martin's 1897 plan also showed the urupā adjacent to the church as forming a continuous block with the section 42 area that came to be a Native allotment. On the final

[909] W H Quick to C Waldergrave, Under-secretary of Lands, 23 February 1901 in ACGS 16211 J1 657/9 1901/258, ANZ Wgt
[910] W H Quick to C Waldergrave, Under-secretary of Lands, 23 February 1901 in ACGS 16211 J1 657/9 1901/258, ANZ Wgt
[911] *NZ Gazette,* No. 31, 28 March 1901, pp 751-752
[912] WN 118/17

plan of Parata Native Township the urupā was shown as section 41 and marked 'NR [Native reserve] Wahitapu.'

The Crown's willingness to enage with Wi Parata over the townships final layout, including the location and extent of Native allotments and public reserves, went beyond the limited requirements in the Native Townships Act 1895 for such consultation. However, this seems to have been driven by the Crown's needs rather than by a desire to provide Wi Parata with greater control over the township. The Minister of Lands considered that Wi Parata's consent to bring his township under the Native townships scheme was essential, because the township was located in an area already becoming closely settled by Europeans, so it really did not fit the intent of the Native township legislation.

Wi Parata's consent was only very recent when he met with the Chief Surveyor to discuss the final township layout and creation of Native allotments and public reserves. The Crown may have been more amenable to Wi Parata's wishes because they needed to ensure that he did not withdraw his consent. Even before this meeting in May 1899, the Crown had decided to adopt the virtually completed survey plan Wi Parata's surveyor had produced. This would save considerable time and expense, enable the Crown to quickly establish the Native township, place the leases on the market and quell settler demands for land at Waikanae. Under these circumstances, it was worth the Crown negotiating with Wi Parata to make relatively small adjustments to the exisiting survey plan of the township. It undoubtedly helped that title to the township land was held by a single owner, whom Crown officials had already been in correspondence with. Consultation and negotiation with one person was less time consuming than with multiple owners.

The way in which the Native allotments were selected and set aside raises several questions. Firstly, the township had been laid out by Wi Parata as an independent township that he planned to lease and/or sell to settlers in the hope of stopping the Crown from taking the land for a Native township. He had not laid it out with the intention of it coming under the Native townships regime. The Native Townships Act 1895 allowed for up to 20 per cent of the township's total area to be set aside as Native allotments for the use and enjoyment of the beneficial Māori owners. The three Native allotments in Parata Native Township accounted for just eight per cent of the township's total area. It is unclear whether Crown officials ever pointed out this 20 per cent maxium to Wi Parata or gave him the opportunity to set aside

further sections as Native allotments. Of course, even if this opportunity had been given to him, he may have decided to limit Native allotments to maximise the commercial viability of the township, or the number and size of the Native allotments may have seemed perfectly adequate in the late 1890s when Te Ātiawa/Ngātiawa ki Kapiti retained a considerable amount of land on the other side of the railway in Ngarara West A and B. However, much of that land would be alienated in the decades that followed, potentially making this missed opportunity more significant.

The second question raised relates to Wi Parata's understanding about the ownership and control of the Native allotments, and to what extent this was reinforced by the Crown's habit of referring to them as 'Native reserves'. The fact that the three areas of land set aside for Maori were labelled 'Native Reserve' and not 'Native Allotment' on the final Native township plan was not an uncommon practice in Native townships. However, it risked confusing these two distinct categories of land in the minds of both Crown officials and Māori owners. It is likely to have reinforced Wi Parata's understanding that he retained ownership and control of the Native allotments, in a similar way as he would have been able to deal with land excluded from Crown purchases and designated as a 'Native Reserve'.

These expectations, as well as Wi Parata's personal circumstances, informed his request for permission to lease the Native allotment on section 42. One of the difficulties for Wi Parata was that Native allotments had been designed for the beneficial owners to live on. In his case, he had plenty of other land and a house elsewhere, and had designated these Native allotments as places of residence for his daughter, Matapere and for his brother, Hemi Matenga. When circumstances changed and his daughter relocated to Ōtaki, Wi Parata decided to lease the Native allotment on section 42 to a European tenant. Crown officials were not unsympathetic to his request and special legislation, section 23 of the Native Land Claims Adjustment and Laws Amendment Act 1901, was passed to allow him to lease this allotment. However, this did not provide the level of control that Wi Parata expected and considered to be his by right. The Act required that the Native allotment be put up for lease by public auction like regular Native township sections. As a result, the lease arrangement, terms and rents arranged by Wi Parata with the European tenant were overturned, denying him the ability to select the tenant and collect and control the rents from the allotment.

In the case of the section 25 Native allotment, on which Hemi Matenga had built a house in the final years of his life, the rigid purpose and provisions around Native allotments caused the trustees of his estate considerable trouble. They wished to sell the property and the adjacent grazing paddocks (on township sections) as the district Maori land board did not have the funds to maintain and repair it and could not find a suitable tenant to lease it. Crown officials were generally sympathetic to this request, but would not allow the trustees to acquire the township sections he had used for grazing. They were willing to re-vest the legal title of the Native allotment in the trustees to enable them to sell it, but found that there was no way to do that under the Native townships legislation. They advised the trustees that the best they could suggest was for the trustees to select a tenant, who the Maori land board would then lease to with a view to allowing them to freehold the section at a later date. It was not until the passing of the Native Land Amendment and Native Land Claims Adjustment Act 1923 that the section 25 Native allotment could be re-vested in the estate.

Two public reserves were created in Parata Native Township. One of these was the school reserve (section 43). The school had been established on the site prior to the township being surveyed by Wi Parata. He had agreed to lease land to the Education Board in late 1895, and the school was well established by the time his surveyor completed the township plan in September 1897 (which showed a section reserved for the school). Wi Parata's patronage of the school, and he and Hemi Matenga's relocation of the church onto its current site, were part of Wi Parata's strategy to develop a European settlement on the eastern side of the railway line. At the May 1899 meeting between Wi Parata and the Chief Surveyor, Wi Parata also agreed that two sections were to be set aside for 'public purposes' (sections 8 and 9).

These two public reserves were gazetted in 1901, but unlike regular public works takings, no compensation was paid to Māori for their loss. It appears that the Crown failed to provide for such compensation in the Native townships legislation because it considered that Māori would benefit from this infrastructure, and it would increase the rents they received. The Whanganui Tribunal has questioned whether this was appropriate, noting that other citizens were not required to forgo compensation because they would benefit from roads and public reserve. There is no evidence that these rather modest public reserves made the Parata Native Township more attractive to potential lessees, or increased the rents received. Indeed, as we have seen, many of those who leased sections did not live in the township and it failed to develop into the commercial and residential centre Wi Parata had envisaged. While Te Ātiawa/Ngatiawa ki

Kapiti did benefit from the education the school provided for their children, any other direct benefit from the public reserves was limited because few, if any, of them lived in the Native township. Part of section 4 was later taken under the Public Works Act 1905, and compensation for this was paid to Hemi Matenga's estate. However, this took four years. It is also possible that the Maori land board took some of the compensation in commission.

As with the Native allotments, Hemi Matenga considered that he had the right to continue leasing the 'school reserve' to the Education Board, with the rents being paid directly to him until 1906. At that point the Education Board sought clarification about the status of the school site and who was administering it. The school decided to move and purchased two township sections (sections 18 and 19) for the new site. However, because the Native townships legislation at that time contained no provision for township lands to be sold, special legislation (section 38 of the Maori Land Laws Amendment Act 1908) was passed to allow the Crown to sell the sections to the Education Board. This provided for compensation for the loss of the sections to be paid to the current lessee and to the beneficial Māori owner. The amount of compensation payable was determined in the same way as if it had been taken under public works legislation. Compensation of £150 from these sections was paid to Hemi Matenga as the beneficial owner.

Despite the original school reserve (section 43) having been designated a public reserve under the Native Townships Act 1895, the Education Board was deemed to have title to it by virtue of the Education Reserves Act Amendment Act 1882. The board then subdivided and sold section 43 and none of that money come to the beneficial Māori owner. These transactions resulted in the permanent alienation of four sections of the township, reducing the total rental income from the township with only limited financial compensation to the beneficial owner.

St Luke's church, which had originally been at their kainga at Tukurakau, was moved onto its current site in 1886. At the May 1899 meeting with the Chief Surveyor about the township, Wi Parata specified land to be 'reserved', including section 1 for the church.[913] Two months later the Anglican Church sought a title to the church site on the basis that it had been gifted to them by Wi Parata. At first this seemed to be simply a matter of a transfer from Wi Parata, in whose

[913] Memo by J W A Marchant, Chief Surveyor, 6 June 1899 in ADXS 19483 LS-W1 344/ 16720 pt 1, ANZ Wgt

name the title for the whole of Ngarara West C section 41 was vested at that time.[914] However, it provided far from easy, and delays in securing the title for the church caused Wi Parata and the church considerable frustration.

In August 1899, they were told that the transfer would be blocked because the church site was part of a block of more than 500 acres, and this would trigger restrictions on alienation of Native land. This was because the church's section had not actually been included within the boundaries of the Native township and so remained part of the wider Ngarara West C section 41. The matter was then lost between several government departments until March 1901, when an exemption to these restrictions was granted. A title was finally issued on 15 April 1902 to the Wellington Diocesan Board of trustees for the church site.

[914] As we have seen in chapter 2, Crown officials still considered that the title remained in Wi Parata's name but in fact a transfer from Wi Parata to Hemi Matenga had been signed in October 1897, but the transfer was not registered until November 1900 (after the May 1899 meeting to confirm the final layout of the Native township).

Chapter 5. Twentieth century Ngarara West land alienation

Methodology

The following analysis examines the Tribunal's first question in its 2 February 2018 directions commissioning this research:

> What was the Te Ātiawa/Ngāti Awa ki Kapiti experience of land utilisation and alienation in the Manawatū ki Porirua district from 1900 to the present day, and with what impacts on Te Ātiawa/Ngāti Awa ki Kapiti?[915]

The analysis relies to a considerable extent for the pre-1936 history on the copious private correspondence of the two main actors in the alienation of Te Ātiawa/Ngāti Awa ki Kapiti land, William Hughes Field and Henry Richardson Elder. Field and Elder began the bulk of their leasing and purchasing activity immediately after the 1891 NLC Ngarara West title determination. The Liberal government attempted to regulate land acquisition with Minister of Lands John McKenzie's 1892 Land Act, and with his subsequent reforms designed to stimulate rural development. Consequently, this study commences before 1900 to capture the formative nature of the preceding decade.

The Field and Elder correspondence focuses on the larger Waikanae area (including Otaihanga and Reikorangi) conveniently mapped on SO 13444 (see Figure 31: Ngarara West A & C sections, 1891). The NLC and the Lands Department surveyors giving effect to court orders divided this 28,000 acre Ngarara West area between Ngarara West A, a 6,164-acre area of relatively flat land, and Ngarara West C, a 21,875-acre area of relatively hilly land.[916] The SO 13444 surveyors omitted Ngarara West B at Paraparaumu. Since this 1500-acre area was less affected by early widespread alienation, I have omitted it too.[917]

Since Field and Elder initiated the most significant alienations after the 1891 Reikorangi Crown purchases, their correspondence allows us to establish a pattern of their activities. Elder compiled only three 500-page letter books from 1894 until 1914, and a slim 63-page volume between then and his sale of Waimahoe Station in 1919. Thus, I examined, all his copied letters.

[915] Directions commissioning research, 2 Feb 2018, Wai 2200, #2.3.27
[916] Walghan Partners give slightly different acreage figures in their 'Block Research Narratives: Ngatiwaa Edition [BRN] June 2018, p 23. My figures are base on the SO 13444 surveyed acreages, which coincide with the NLC Ngarara West A & C ownership schedules, 2 Jun 1891, Otaki MB, vol. 12, pp 217-226
[917] See BRN, pp 114-119. The first widespread alienation at Paraparaumu took place in 1939 with the Crown's acquisition of 233 acres for an aerodrome.

The extensive collection of Field letter books proved impossible to analyse in the same way. He compiled no fewer than 34 complete 1,000 page volumes of letters. Many of these were long-hand carbon copies, some of which, sadly, are now virtually illegible. In the opening months of my research I examined the first 18 volumes. This took me through the most intense alienation activity before 1914. For the post-1914 period I examined two watershed alienation events.

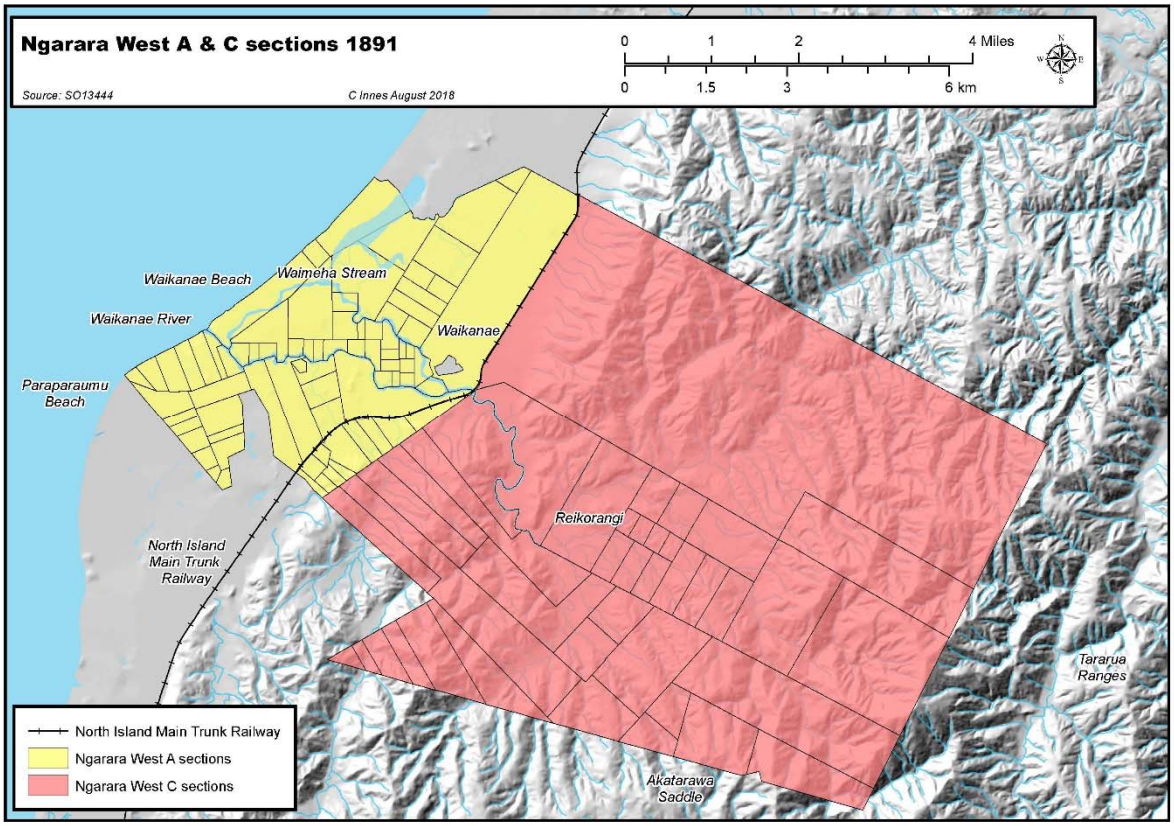

Figure 31: Ngarara West A & C sections, 1891

The first watershed event was Field's creation in 1923 of the community that we know today as Waikanae Beach. He worked towards this goal by steadily mopping up sections along Beach Road (today's Te Moana Road) in the preceding years and months. This strategy I analyse in the chapter entitled Drive to the Sea (Chapter 8). The second event was Field's stocktaking exercise in 1936 after he retired from parliament. Field mapped what he claimed to have acquired by 1936 shows how large he loomed in the twentieth century alienation and utilisation of Te Ātiawa/Ngāti Awa ki Kapiti land. He transformed the legal landscape sketched many years earlier in SO 13444 (Figure 43: Field's map c.1936).

By 1936 private purchasers, with little direct Crown assistance, had marginalised Te Ātiawa/Ngāti Awa ki Kapiti. The current picture of relative Māori landlessness in the larger Waikanae area follows the 1936 pattern. Likewise, Field, the leading private purchaser, contributed to the ecological transformation of the Ngarara West A and C area. From the original wetland ecology described by Mahina-a-Rangi Baker to the Porirua ki Manawatū Tribunal in 2015, today few wetlands survive.[918] Both Te Ātiawa/Ngāti Awa ki Kapiti land and wetlands have fallen victim to widespread alienation.

My chapter 10 entitled 'The Court, the Board, the Crown and Ngarara West' traces the official response to twentieth century alienation in the larger Waikanae area. Unlike the previous chapters that rely largely on private correspondence, this chapter depends on official, mainly NLC, sources. It begins by examining the Crown's statutory obligations, particularly those arising from the Native Land Act 1909. That Act laid down the Crown's primary obligation as the protection of Maori from landlessness. During the first 35 years or so after 1909 the Crown charged the Native Land Court and a District Maori Land Board with monitoring compliance with this obligation. The effectiveness of the Court and Board depended in part on the skill and commitment of different judges (who presided over the Board) to deliver effective protection. I examine the actions of three judges in this regard. I conclude with a brief account of alienation in four separate locations within Ngarara West to bring the story up to date. These 'section stories' begin in the eastern hill country near the Tararua divide. They end with Ngarara A78 residential lots near today's Waikanae commercial centre. I have chosen these sections because they feature in much of the post-1936 alienation history.

5.1 Liberal legacy

The story of Te Ātiawa/Ngāti Awa ki Kapiti land alienation in the twentieth century really began in 1890. In that year the new Liberal government inaugurated pathbreaking reforms that shaped much of New Zealand's subsequent history. The Native Land Court (NLC) in 1890 heard much of the Te Ātiawa/Ngāti Awa ki Kapiti evidence regarding the 28,000 acre Ngarara A & C area. That hearing led to the creation of the legal landscape recorded in 1892 as 'Sketch Map, Ngarara Block', SO 13444.[919] The post 1890 Liberal government dedicated itself to rural development based on close settlement. SO 13444 exemplified this close settlement model,

[918] Mahina-a-Rangi Baker transcript, 22 April 2015, Wai 2200, #4.1.10, pp 151-152
[919] Sketch Map, Ngarara Block, SO 13444, 1892

particularly in the Waikanae Plain, which the NLC designated as Ngarara West A. William Hughes (Willie) Field, a Wellington-based Liberal lawyer, who in 1900 became a Member of the House of Representatives (MHR), and his Te Ātiawa/Ngāti Awa sister-in-law, Hannah Field, personified this conjunction between national and local forces.

Willie, and Hannah's surveyor husband, Harry Field, were both Liberal MHRs. Harry represented the Ōtaki electorate, stretching from just south of Palmerston North to Upper Hutt, from 1896 until his death in 1899. Willie then succeeded him as MHR. He served almost continuously as the Ōtaki MHR from 1900 until 1935. The Field brothers viewed Pākehā farmers as their primary constituents. Such farmers believed that Māori land alienation provided the key to the close settlement of the North Island.[920] Hannah Field grew up in Waikanae's Ferry Inn, and lived there with Harry after their marriage in 1878. She was a beneficiary of the NLC's Ngarara title determination recorded on SO 13444, although she fell into a Māori smallholder category.

The final NLC Ngarara West A and C title determination created two lists of Te Ātiawa/Ngāti Awa landowners. Hannah Field belonged to a group of 37 smallholders whose average holding in the largely flat NWA area was 73 acres. Wi Parata, the rangatira featured in the famous 1877 case against the Bishop of Wellington (discussed earlier), led a list of 23 larger landowners whose holdings averaged 152 acres in the same area. The acreage disparities between the two lists increased in the hillier country east of Waikanae township called Ngarara West C. There the smallholders averaged 250 acres each, while members of Wi Parata's list averaged 954 acres each. The June 1891 NLC title determinations divided Ngarara West A into 78 sections, and Ngarara West C into 41 sections.[921] Hence, Hannah probably shared her husband's Liberal commitment to smallholder interests.

The Liberals buttressed their goal of promoting close settlement with infrastructural investment in public roads, railways, land development loans, access to waterways, and public mineral rights.[922] Brooking's biography of John McKenzie, the leading Liberal and reformer from 1890

[920] See Tom Brooking, *Lands for the People? The Highland Clearances and the Colonisation of New Zealand: A Biography of John McKenzie*, University of Otago Press, Dunedin, 1996, pp 111-128
[921] Ngarara West A & C ownership schedules, 2 Jun 1891, Otaki Minute Book [MB], vol. 12, pp 217-226; BRN, p 26
[922] Richard Boast, *The Native Land Court: A Historical Study, Cases and Commentary 1888-1909*, Thomson Reuters, Wellington, 2015, vol. 2, pp 18, 20-21, 34

until his death in 1902, describes his role in 'transferring land on a vast scale from indigenous people to colonisers, so that it might be better used in an economic sense ...' The Liberal faith in intensive land use, as part of a smallholder gospel, encouraged their contempt for supposedly 'idle' Māori land. [923]

The Stout-Ngata commission in 1907 criticised the Liberal government's 1890s Crown purchase campaign that it estimated caused the alienation of 2.7 million acres of Māori land.[924] The commission reported that the Crown based these sweeping alienations on a virtual pre-emption regime established with section 16 of the Native Land Purchases Act 1892. This Act allowed the Crown to proclaim exclusive Crown purchase rights within a specified area for two years. Section 117 of the Native Land Court 1894 reaffirmed the Crown's right to prohibit private purchases, even though subsequent legislation allowed the Crown to waive pre-emption when it was convenient to do so. In fact, the Stout -Ngata commission reported that the Crown allowed private purchases of 423,184 acres between 1894 and 1904.[925]

James Carroll, the Liberal Native Minister from 1899 until 1912, and the Stout-Ngata commission both opposed pre-emption, as creating an unfair advantage for the Crown over Māori in purchase negotiations.[926] The Stout-Ngata commission also condemned the ramshackle Native land code that inhibited private purchasing of Māori land. Although the commission did not unreservedly support private over Crown purchases, it quoted of Ernest Bell, a partner from the firm of Bell, Gully, on how prohibitive legal restraints on private purchases were in 1891.[927]

The Field family also opposed Crown pre-emption and supported private purchase. The clash between Crown and private purchasing clearly divided the Liberals. The Liberals, and indeed people of all political persuasions, also clashed in a bitter land tenure debate between the advocates of freehold, and the advocates of different versions of leasehold tenure. WH Field took a militantly pro-freehold position in this debate. He condemned his leasehold-leaning Liberal parliamentary colleagues in a very strongly worded 1903 letter to Premier Seddon, and

[923] Brooking, *McKenzie,* pp 273-274
[924] Native Lands and Native Land Tenure [Stout-Ngata] report, *AJHR*, 1907, G-1c, p 5. This figure included 'incomplete purchases subsequently completed'; an important qualifier.
[925] Stout-Ngata report, *AJHR,* 1907, G-1c, pp 4-5
[926] Boast, *NLC*, vol. 2, pp 23-24, 28-29; Stout-Ngata report, *AJHR*, 1907, G-1c, pp 8-9
[927] Stout-Ngata report, *AJHR*, 1907, G-1c, pp 10-11

he joined the Reform party over this issue in 1914.[928] At the same time, Wi Parata and most other Te Ātiawa/Ngāti Awa ki Kapiti appear to have favoured leasehold over freehold transactions with Pākehā, and after the 1891 Reikorangi purchase (discussed below) they engaged in no further Crown purchases. Shortly after Wi Parata's death in late 1906, Elder recorded his preference for leasing.[929]

5.2 The Native Department and Native Land Court, 1890-1912

The Native Department's senior land purchase officer TW Lewis acted in the immediate aftermath of the NLC's Ngarara West title determination to Crown purchase almost 9,000 acres at Reikorangi in August and September 1891. He first negotiated a 5,000-acre hill country purchase from Wi Parata for £5,000. He then negotiated with nineteen owners of 3,977 acres of Reikorangi Valley land for £4,343.[930] The Parata hill country purchase followed the example set in 1874 when the Crown purchased the rugged Maunganui area of 19,600 acres immediately after the first 1873 NLC Ngarara title determination.[931] Te Ātiawa/Ngāti Awa ki Kapiti were evidently prepared to alienate their marginal bush-clad hill country which they could not afford to develop.

[928] Field to Seddon, 3 Oct 1903, Field letter books [hereafter FL], vol. 10, pp 422-424
[929] For Wi Parata's preference for leasing, see Elder to Morison, 25 Oct 1906, Elder Letterbooks [herafter EL], vol. 2, p 204
[930] Reikorangi No 1 purchase deed, 7 Aug 1891, WGN 718; Reikorangi No 2 purchase deed, 8 Sep 1891, WGN 717, Land Information New Zealand [LINZ]
[931] Maunganui purchase deed, 14 Jan 1874, WGN 48; Wi Parata receipt, 3 Feb 1874, WGN 53. Wi Parata distributed the initial payment of £600 to his kin, and then accepted £200 for 'myself and my family ...' See Tony Walzl, 'Ngatiawa: land and political engagement issues, c1819-1900', Wai 2200, A194, pp 445-446, 551-564

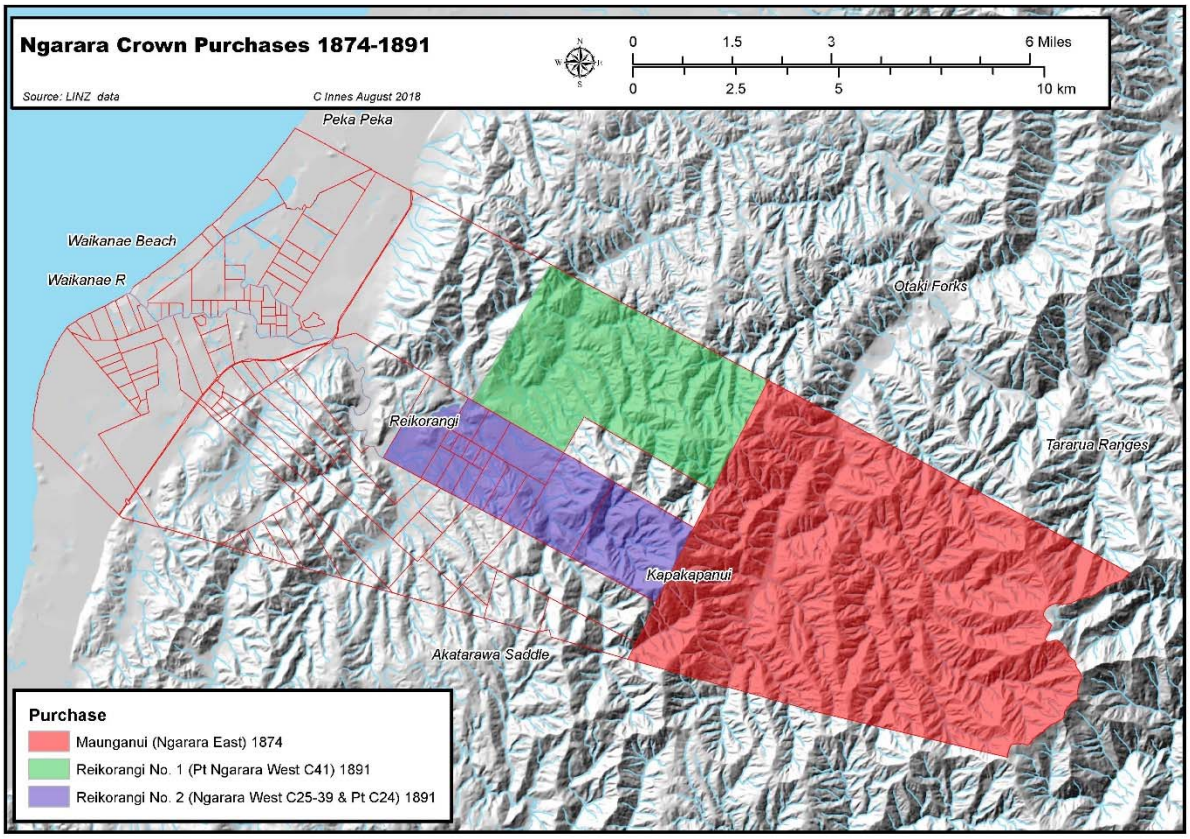

Figure 32: Ngarara Crown Purchases, 1874-1891

The September 1891 Reikorangi Valley purchase typified the Liberal close settlement strategy. Lands Department surveyors subdivided that area in anticipation of a Wellington Fruitgrowers Association settlement, and the Reikorangi village sprang up there within a decade. Chris and Joan Maclean recorded how, while Waikanae's total Maori and Pākehā population grew from 152 residents in 1886 to 362 residents by 1901, Reikorangi grew from a largely unpopulated area in 1891, becoming a timber milling community of 138 predominantly Pākehā residents a decade later.[932]

Within a year of the last major Crown purchases in the Waikanae-Paraparaumu area, the Liberals abolished the Native Department. They transferred its Native land purchase operations to the Land and Survey Department. TW Lewis, the permanent head of the Department, and the man who negotiated the Reikorangi purchases, died before the 1892 abolition of the old Department.[933] Although the Liberals cranked up Crown purchasing under pre-emptive

[932] Chris and Joan Maclean, *Waikanae*, Whitcombe Press, Wellington, 2010, pp 67-68
[933] Graham Butterworth and Hepora Young, *Māori Affairs: A Department and the People Who Made It*, Government Print/Iwi Transition Agency, Wellington, 1990, pp 54-56

advantages, they did so with a skeletal staff. According to the 'Official Lists' of the *New Zealand Official Year-Books*, the permanent Native land purchase staff between 1893 and 1895 never exceeded three people.[934] Thereafter, between 1896 and 1900, their dedicated land purchase positions disappeared from the 'Official Lists'.[935]

Even before the Liberals closed the Native Department, they dispensed with the services of NLC Judges Mair, Puckey, Clendon, Wilson and Trimble, who they presumably considered as part of an 'old guard'. Although they rapidly appointed Judges Davy, Butler, Edger, Johnson and Batham to replace them, according to Boast, this discontinuity cannot have assisted court operations.[936] While the court retained a cadre of registrars and commissioners to assist judges during the 1890s, the Liberals in 1895 eliminated 12 'recorders' who compiled the voluminous NLC minute books. Apparently, the government expected judges, registrars and commissioners to keep recording minute books without dedicated clerical assistance.[937]

Although James Carroll restored the separate Native Department in 1906, its head office staff that year consisted of only four people. Likewise, the NLC, although reunited with the Native Department, had in 1906 only three registrars, and seven staff, to assist 11 judges.[938] Even counting the NLC staff, the Native Department employed just 19 people in 1910. Meanwhile, the NLC was down from 11 to eight judges.[939]

During the years 1890-1912, the court encountered, in Boast's words, 'gruelling caseloads'. For example, in 1907 the NLC in Wellington reportedly had a backlog of 500 cases.[940] The Stout-Ngata commission reported on the deplorable corpus of legislation the court had to abide by. 'The confusion of our Native-land laws is admitted by every one', it wrote. '... the mind of the legislature has swung like a pendulum between the extremes of restriction against private alienation and free trade in Native lands'.[941] Boast described how parliament's production of a welter of often 'incomprehensible' and conflicting statutes virtually crippled the NLC.[942] Only

[934] *New Zealand Official Year-Books*, [*NZOYB*], 1893-1895
[935] *NZOYB*, 1896-1900
[936] Boast, *NLC*, vol. 2, pp 74-75; Paerau Warbrick comp., 'Judges of the Native/Māori Land Court 1864-2009', Ministry of Justice, Wellington, 2009, p 4
[937] *NZOYB*, 1893-1900
[938] Boast, *NLC*, vol. 2, pp 77-78; *NZOYB*, 1907
[939] Boast, *NLC*, vol. 2, p 78; *NZOYB*, 1910
[940] Boast, *NLC*, vol. 2, pp 99-100
[941] Stout-Ngata report, *AJHR*, 1907, G-1c, pp 1-2
[942] Boast, *NLC*, vol. 2, pp 102-104

in 1909 was the Stout-Ngata commission inspired Native Land Act able to convert this 'embarrassing and unprincipled mess . . . to some kind of rational order'.[943]

5.3 Crown omission/commission

Historians often assume that the Liberal state expanded rapidly to take up the challenge of regulating a whole raft of new public functions. The new land registration requirements of McKenzie's 1892 Land Act applied to Māori land by section 73 of the Native Land Court Act 1894. Henceforth, NLC created titles had to be registrable as 'in fee simple [titles] ... subject to the Land Transfer Act [1885]'. [944] Yet the Land Transfer and Deeds office in Wellington never employed more than two people throughout the 1890s. This inevitably created a backlog of titles awaiting registration.[945] Titles required precise surveys, but the Lands and Survey Department never had enough properly qualified surveyors. According to Brooking, the Department grew from 68 officers in 1890 to 88 officers in 1900.[946] The Advances to Settlers Office, separate from the Land and Income Tax Department after 1897, appears to be a rare exception to the understaffed norm in the public service. It started with 16 staff in 1898, but then increased to 20 in 1899-1900.[947] Although the Advances to Settlers Office catered largely to Pākehā smallholders, at least one Te Ātiawa/Ngāti Awa ki Kapiti farmer benefitted from its services.[948]

Although the 1890-1912 Liberal government conducted internationally significant experiments in social insurance, industrial arbitration, and estate subdivision, its understaffed public service could conduct only minimal scrutiny of Māori land transactions. After 1905 the NLC was supposed to determine sufficiency of land left for Māori after alienations. It was rarely able to do so.[949] Hence during the Liberal era, the Crown failed to protect Maori from landlessness.

Even one of its most advanced Treaty specialists, Chief Justice Sir Robert Stout, thought that the Crown's compulsory subdivision of large Māori estates, and compulsory vesting in District Maori Land Boards, was consistent with its statutory obligations. Legislation to apply

[943] Boast, *NLC*, vol. 2, p 107
[944] Boast, *NLC*, vol. 2, p 49
[945] *NZOYB*, 1893-1900
[946] Brooking, *McKenzie*, p 202
[947] Brooking, *McKenzie*, p 175; *NZOYB*, 1898-1900
[948] This was Rameka Watene, a descendant of Watene Te Nehu. Rameka Watene account, 1 Oct 1913, FL, vol. 18, pp 553-560
[949] In the case of A78 the NLC determined sufficiency of remaining Maori land almost as an afterthought. Order in Council, 2 Feb 1916, *NZG*, 2 Mar 1916, p 635; Judge Rawson verification, 19 Aug 1909, ACIH 16036/1150

compulsory subdivision of Māori land, along the lines of Pākehā estate-busting, he maintained, 'would not contravene the articles of the Treaty of Waitangi'.[950] The absence of effective state regulation of Māori land transactions under the Liberals, allowed the 1912-1924 Reform government to continue its predecessor's neglect of Maori landlessness. William Massey's government retained the Liberal commitment to supporting smallholders, but it never saw Māori smallholders as part of its political constituency. Under the Liberals, Crown purchasing of Māori land declined from a high of 500,000 acres in 1898, to 125,000 acres in 1901, and then to only 11,000 acres in 1904.[951] Massey's Reform government then revived Crown purchasing between 1912 and 1920, when they acquired an additional one million acres of Māori land.[952] Continued Waikanae private purchases eliminated the need for further Crown purchases there.

WH Field's pro-freehold land tenure position led him to join Reform ranks in 1914. Harry Elder, his rival in acquiring Māori land around Waikanae, also preferred freehold to leasehold transactions. They both became proficient private alienators of Māori land without having to bother too much with state regulation. They both had access to expert legal advice, and access to capital. Field became something of an expert in Māori land law, because he had to contend with Charles Morison, Elder's lawyer. Morison became not only a formidable adversary of Field's, he was also an authority on commercial law.[953] Both Field and Elder understood the importance of credit in financing land transactions.

Field relied for much of his credit upon the New Zealand Loan and Mercantile Agency Company (NZL), allied as it was with the Bank of New Zealand (BNZ). Sir Thomas Russell, a moving force in both NZL and BNZ moved to London after 1874 to ensure a secure flow of investment capital from the centre of the financial world to its colonial operations. He used both NZL and BNZ to keep his earlier Waikato-Hauraki land companies afloat. When all these organisations faced a financial crisis in 1893, the Liberals arranged a £2 million BNZ bail-out.[954] Field felt the shock of the 1893 crisis, which required a radical NZL reorganisation, but ultimately this shored up his financial fortunes. Harry Elder, by contrast, inherited his money

[950] Stout-Ngata report, *AJHR*, 1907, G-1c, pp 7, 9
[951] Boast, *NLC*, vol. 2, p 52
[952] Boast, *NLC*, vol. 2, p 70-71
[953] He was the author of *Morison's Company Law*, Wellington, 1904, which for many years was the leading New Zealand digest of commercial law.
[954] RCJ Stone, *Makers of Fortune: A Colonial Business Community and Its Fall*, University of Auckland Press, Auckland, 1979, pp 172-195

from his uncle Sir Thomas Elder of the South Australian-based company, Elder Smith, the world's first stock and station agency.[955] Credit fuelled the land acquisition activities of both Field and Elder. By contrast, Te Ātiawa/Ngāti Awa ki Kapiti normally relied upon either Field or Elder for their credit needs.

5.4 Anti-aggregation controls

Although weak in its scrutiny of Māori land transactions, the Crown developed statutory safeguards against the aggregation of land during the late nineteenth century. The Stout-Ngata report pointed to Donald Reid's Land Act 1877 as bringing New Zealand into line with the principle 'that the aggregation of estates is against the well-being of the people'. Liberals believed that smallholders, not large estate owners, deserved state support.[956] Generally the statutory standard set well before 1890 disallowed a single individual to purchase more than 640 acres of first class, and 2,000 acres of second class land. Furthermore, the Stout-Ngata report held that this standard 'limited the amount of Native land that should be purchased … by any one person …'[957] Both Field and Elder appear to have exceeded these limits as early as 1900.

Hannah Field appeared to abide by the statutory anti-aggregation standard explicit in section 96 of McKenzie's Land Act of 1892.[958] Even though she owned 400 acres at Muaupoko, just south of Otaihanga, she owned only 25 acres at Otaihanga, and 74 acres of Reikorangi hill country. By contrast, Wi Parata owned 1,471 acres on the Waikanae Plain, and 3,818 acres, after the 1891 Crown purchases, in C41immediately east of Waikanae township.[959] Normally flat land valued at more than £1 an acre was considered first class, and hilly land valued at less than £1 an acre was considered second or third class. Unlike Field and Elder, Parata obtained his land by virue of the 1891 NLC determinations. He had not purchased it from other Māori. The Liberals imported the anti-aggregation device into Māori land law with section 26 of the Maori Lands Administration Act 1900, but they applied it only to purchasers of Māori land.[960]

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[955] Simon Vaille, *The Rural Entrepreneurs: A History of the Stock and Station Agent Industry in Australia and New Zealand*, Cambridge University Press, Cambridge, 2000, p 19
[956] Stout-Ngata report, *AJHR*, 1907, G-1c, p 11
[957] Stout-Ngata report, *AJHR*, 1907, G-1c, p 12
[958] Section 96, The Land Act 1892, *Statutes of New Zealand* [*SNZ*], 1892, No 37, pp 229-230
[959] Ngarara West A & C ownership schedules, 2 Jun 1891, Otaki Minute Book [MB], vol. 12, pp 217-226
[960] Section 26 (1), Māori Lands Administration Act 1900, *SNZ*, 1900, No 55, p 476

The Pākehā members of the Field family evaded the anti-aggregation statutory limits in at least two ways. Firstly, they divided their Waikanae area property between Hannah's husband, Harry, Charley (a younger brother), and Isobel, Willie's wife. Secondly, WH Field leased and sub-leased a good proportion of his land. Section 26 of the Maori Lands Administration Act 1900 exempted leasehold land from the anti-aggregation standard.[961] WH Field managed, rather than farmed, his Waikanae area land from his Wellington law office. While he claimed to be a farmer, he avoided farm work, as opposed to paperwork. In effect, he became a farm manager who did not work the land like a good Liberal smallholder.

Elder, for his part, and indeed Morison, never considered themselves smallholders in the Liberal mould. Elder identified himself as a country gentleman, comfortably ensconced in the rather grand Waimahoe homestead looking down upon the Waikanae Plain. Morison contested the Ōtaki seat for the conservative opposition to the Liberal Field brothers in 1899 and in 1900. Neither Elder nor Morison tried to hide the fact that Waimahoe Station after 1893 exceeded 2,000 acres. Had Morison been challenged about the legality of this aggregation, he probably could point to a significant portion of the Station that he had leased from Te Ātiawa/Ngāti Awa ki Kapiti.[962]

The Stout-Ngata commission apparently believed that the Crown's enforcement of anti-aggregation standards would protect Māori against excessive Pākehā private purchasing.[963] On the other hand, it foresaw the need to consolidate Māori land interests, and for the Crown to assist Māori in providing the necessary capital for land development.[964] Of course, the succeeding Reform government did little in this regard. Only when the Liberals returned to power in 1928 was Apirana Ngata as Native Minister able to initiate state-funded Māori land consolidation and development.[965] By then Te Ātiawa/Ngāti Awa ki Kapiti retained so little of their original land recorded in the 1892 Ngarara map, SO 13444, that they could not benefit from Ngata's long overdue assistance on behalf of the Crown.

[961] Section 26 (3), Māori Lands Administration Act 1900, *SNZ*, 1900, No 55, p 476
[962] BRN, pp 98-100; Elder to Cmr of Taxes, 23 Nov 1901, EL, vol. 1, p 168
[963] Stout-Ngata report, *AJHR*, 1907, G-1c, p 13
[964] Stout-Ngata report, *AJHR*, 1907, G-1c, pp 13-15
[965] Butterworth & Young, *Māori Affairs*, pp 73-78

Chapter 6. The Formative years, 1890-1902

6.1 Introduction

The 1890-1912 Liberal government ushered New Zealand into the twentieth century with its internationally acclaimed reforms.[966] Te Ātiawa/Ngāti Awa ki Kapiti found themselves exposed to these winds of change in diverse ways. At Waikanae, the Field family led them into a new era of alienation. The 1891 Reikorangi Crown purchases gave Te Ātiawa/Ngāti Awa an early taste of accelerated alienation, but private leasing and purchasing eventually prevailed over Crown purchasing, and the Field family led the way.

6.2 Te Ātiawa/Ngāti Awa, 1890-1893

When WH Field began recording Te Ātiawa/Ngāti Awa ki Kapiti transactions in his voluminous letter books, he had already established himself as a competent NLC lawyer. He probably began his NLC career by representing his Te Ātiawa/Ngāti Awa ki Kapiti sister-in-law, Hannah Field. Hannah Field grew upnear the mouth of the Waikanae River.[967] WH Field's older brother Harry had grown up in the Whanganui area. Harry qualified as a professional surveyor in 1872. He surveyed extensively in the Whanganui and Taupo areas before marrying Hannah in 1878. He then conducted NLC surveys along the Kapiti Coast, including the first major Ngarara (Waikanae-Paraparaumu-Reikorangi) survey. This was where he also leased Te Ātiawa/Ngāti Awa land for grazing sheep.[968]

According to Chris Maclean, WH Field stayed with Hannah and Harry at the Waikanae Ferry Inn on his way to and from Wellington College during his 1870s boarding school years.[969] Hannah's father, Thomas Wilson, and Hannah herself, followed Harry into the practice of leasing land from Te Ātiawa/Ngāti Awa for grazing sheep in the Paraparaumu-Waikanae area. James A Stewart, testified at a 1900 NLC hearing in Wellington that he tended the Fields' flocks for 37 years.[970]

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[966] See Andre Siegfried, *Democracy in New Zealand*, G Bell & Sons, London, 1914; William Pember Reeves, *State Experiments in Australia and New Zealand*, Grant Richards, London, 1902

[967] WH Field to Hannah Field, 18 Jul 1892, FL, vol. 1, pp 239-241, 362-364; Macleans, *Waikanae*, pp 48-49, 82-83, 188-189

[968] Henry Augustus Field obituary, *Evening Post* (Wellington), 11 Dec 1899; Plan of Ngarara Block, ML 504, 1880, reproduced in Macleans, *Waikanae*, pp 54-55

[969] Pers comm, Chris Maclean, 12 Oct 2017; Joan Maclean, WH Field entry, *Dictionary of New Zealand Biography* [*DNZB*], vol. 3, pp 159-160

[970] JA Stewart evidence, 6 Jul 1900, Wellington MB, vol. 10, p 97

When Crown surveyors produced in 1892 the official cadastral Ngarara plan, SO 13444, Hannah's name appeared on at least five of the 119 sections comprising almost 100 acres.[971] Hannah's appearance as a title determination applicant at the 1890 Ngarara rehearing led to her inclusion in the June 1891 ownership schedules.[972] Edward Stafford (son of the previous Premier), who was WH Field's senior law partner, cross-examined Hannah, as did Charles Morison, who later became WH Field's bitter rival.[973] At the 1890 rehearing Stafford represented the Wi Parata-led group of established Te Ātiawa/Ngāti Awa owners, and Morison represented Inia Tuhata-led objectors to the 1873 title determination.[974]

WH Field's relationship with his Te Ātiawa/Ngāti Awa sister-in-law, and with his NLC surveyor brother, gave him a decided advantage in leasing and purchasing tribal land for pastoral purposes. He assisted Hannah in initiating at least eight separate Ngarara West purchases amounting to 735.5 acres during 1892. WH Field negotiated a small purchase of his own the following year, but he also leased Te Ātiawa/Ngāti Awa land during the 1890s.[975]

The Field family's property accumulation in the Waikanae area unfolded over several decades. Usually complex lease arrangements preceded absolute alienations, and WH Field failed to document many lease arrangements in his voluminous letter books. Nonetheless, he developed an elaborate network of Te Ātiawa/Ngāti Awa clients during the 1890s, based partly on Hannah's kin connections. This network gave him a competitive advantage over his main Pākehā rivals, Morison and Elder.

6.3 The Ngarara legal landscape

Richard Boast summarised the complexities of the 1890 Ngarara case in his 1888-1909 compendium of NLC cases. Tuhata's petition about the unfairness of the 1887 NLC title determinations led to the 1890 rehearing and new determinations in 1891. Boast identified Inia Tuhata and Wi Parata as leading the two main sides of the case, and he argued that Tuhata-led hapū objectors ultimately failed to unseat the established Parata-led owners. Yet Judges Gilbert Mair, and David Scannell's 24 July 1890 decision acknowledged that many hapū objectors had

[971] Sketch Map, Ngarara Block, SO 13444, 1892
[972] Hannah Field evidence, 2 May 1890, Otaki MB, vol. 11, pp 376-379; SO 13444; Ngarara West ownership schedule, 2 Jun 1891, Otaki MB vol. 12, pp 217-226
[973] Stafford-Morison cross-examination, 2 May 1890, Otaki MB, vol. 11, pp 380-381
[974] Ngarara title determination order, 3 Jun 1873, Otaki MB, vol. 2, p 213
[975]BRN, pp 98, 113-114

not benefitted from 'a considerable sum [that] has ... been received as rents from [Ngarara] leases …' They hoped that their new awards included those previously denied their fair share of rental income. These were the awards 'shown on the Sketch plan attached'. They concluded, however, with a statement of the obvious: 'The lands in Ngarara west are already alienable'.[976] Tony Walzl concluded in his recent nineteenth century Te Ātiawa/Ngāti Awa report that the fragmented post-1890 Ngarara legal landscape made wholesale alienation virtually inevitable.[977]

A close examination of the Ngarara West A map below shows how much tribal land south of the Waikanae River ended up in the ownership of Inia Tuhata's supporters. The Parata list sections, by contrast, dominated the north side of the river, which included the Waikanae Township site. Although Tuhata's list featured a per capita allocation of 73 acres for A, compared to the 152 acres allocated to members of Parata's list, these smallholders greatly improved their position from what it had been after the initial 1873 title determination. Although the disparity between the Tuhata and Parata list per capita allocations increased in C, this could be attributed to the hilliness of that land east of the railway, which made it less suitable for subsistence.[978]

[976] Boast, *NLC*, vol. 2, pp 543, 548-549, 556-563
[977] Walzl, Land and political engagement, p 642
[978] Ngarara West A & C ownership schedules, 2 Jun 1891, Otaki MB vol. 12, pp 217-226. Tuhata's supporters received an average 250 acres each, and Parata's supporters 954 acres each in the hilly Ngarara West C east of the railway.

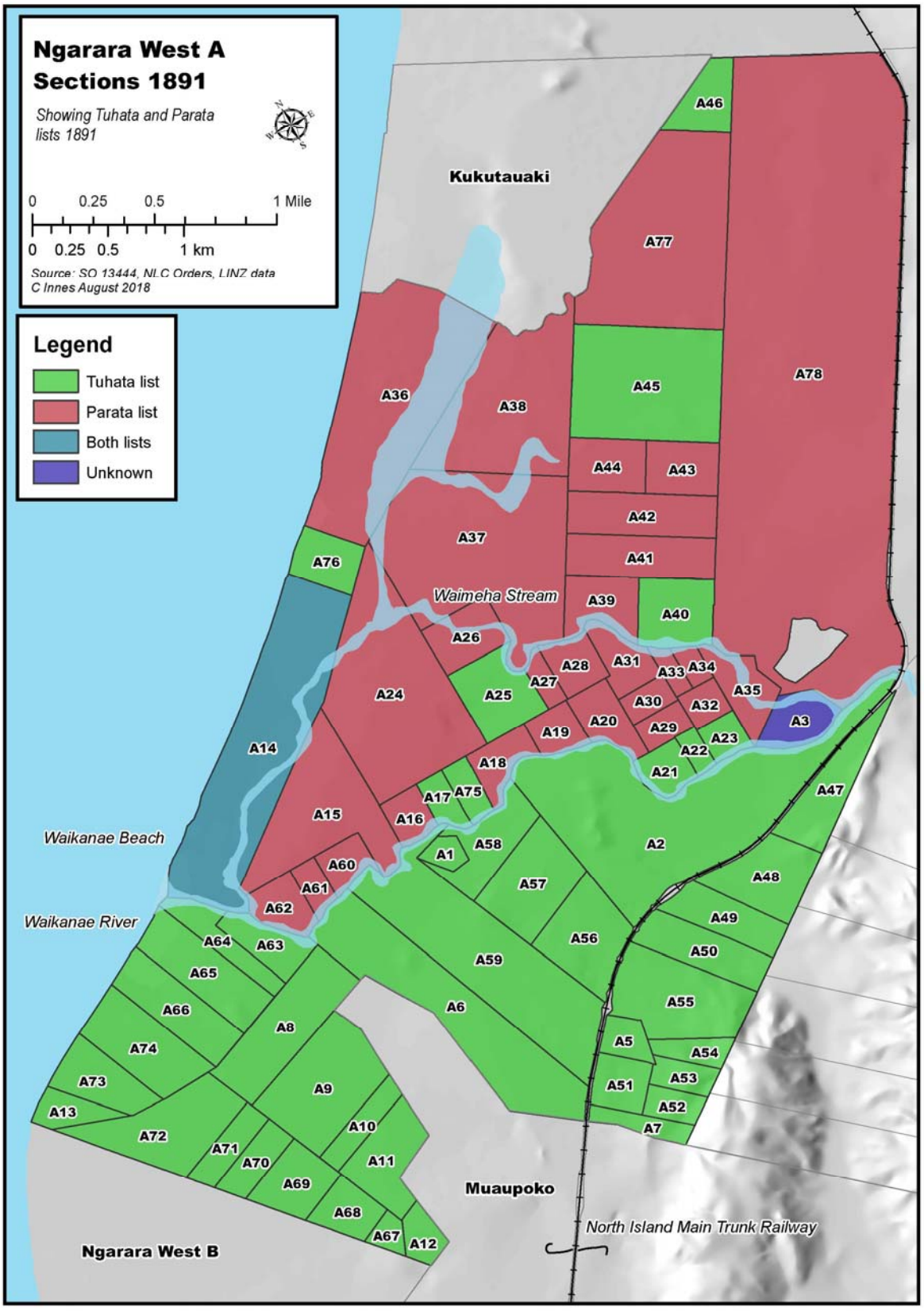

Figure 33: Ngarara West A Sections, 1891

6.4 Reikorangi Crown purchases, 1891

As indicated earlier, the Crown's chief land purchase officer T W Lewis acted in the immediate aftermath of the NLC's Ngarara West title determination to Crown purchase almost 9,000 acres at Reikorangi in August and September 1891. He first negotiated a 5,000-acre hill country purchase from Wi Parata for £5,000. He then negotiated with nineteen owners of 3,977 acres of Reikorangi Valley land for £4,343.[979] The Parata hill country purchase followed the example set in 1874 when the Crown purchased the rugged Maunganui area of 19,600 acres immediately after the first 1873 NLC Ngarara title determination.[980] All the signers of the Reikorangi No 2 deed concluded on 8 September 1891 were either from the Parata-led list of owners, or successors to Unaiki Parata. Just as in 1874, Wi Parata appears to have dominated the 1891 Crown purchase negotiations.[981] The 1891 Reikorangi Crown purchases alienated approximately 32 percent of the Ngarara West area that the NLC determined title to just a few short months beforehand. Although the Crown acquired over 8,000 acres, hill country and bush-clad valley land dominated the Reikorangi area. Typically, Liberal era Crown purchases for planned village settlements acquired relatively marginal land for that purpose.[982]

6.5 WH Field's edge over his Pākehā rivals

While Parata established himself as the most prominent Te Ātiawa/Ngāti Awa leader, WH Field tried to establish himself as his Pākehā counterpart. Perhaps encouraged by his Te Ātiawa/Ngāti Awa family connections, Field conducted some of his correspondence in Te Reo Maori. He even took language lessons from a Native Interpreter.[983] By constrast, Elder did not correspond in Te Reo Māori. Morison, however, had a strong professional association with Tuhata. Even before the 1890 rehearing, he represented Tuhata's supporters in front of the 1889 Ngarara-Waipiro Royal Commission.[984] He sealed his position as perhaps New Zealand's

[979] Reikorangi No 1 purchase deed, 7 Aug 1891, WGN 718; Reikorangi No 2 purchase deed, 8 Sep 1891, WGN 717, Land Information New Zealand [LINZ]
[980] Maunganui purchase deed, 14 Jan 1874, WGN 48; Wi Parata receipt, 3 Feb 1874, WGN 53. Wi Parata distributed the initial payment of £600 to his kin, and then accepted £200 for 'myself and my family . . .'
[981] The only Crown purchase deed signers from the Tuhata list were successors to Unaiki Parata. They shared ownership of a single 135-acres section with Wi Parata. Reikorangi No 2 purchase deed, 8 Sep 1891, WGN 717
[982] Macleans, *Waikanae*, pp 68-69; Walzl, Land and political engagement, pp 551-564
[983] Field to Tamati Poutawera, 28 Jul 1891, FL, vol. 1, p 19
[984] Ngarara-Waipiro Commission report, 19 Dec 1889, *AJHR*, 1889, G-1, p 1

leading commercial lawyer with the 1904 publication of *Morison's Company Law*. But this meant that Māori land law never dominated his career, as it dominated Field's.[985]

WH Field's first 102-acre purchase of Ngarara West A55 blocked the westward expansion of Elder's Waimahoe Station onto the coastal plain. Waimahoe in 1893 occupied the foothills east of the railway line, which was also the strategic location of Field's first purchase. Norman Elder, the son of Henry, wrote an unpublished Waimahoe history during the 1960s. Strangely, Norman fails to disclose the competition between his father and Field.[986] On the other hand, the Elder typescript provides a valuable account of the complexity of leasing Te Ātiawa/Ngāti Awa land during the 1890s. According to Norman, these leases produced multiple 'complications'. He thought that Māori believed that Pākehā lessees 'assumed the former tribal obligations' of rangatira like Wi Parata, even though Pākehā lessees never fully grasped the extent of these obligations. For example, Ngaruatapuke (aka Mrs Jerry Edwin) expected Henry Elder to pay for tangi and hakari.[987] Undoubtedly, Elder found such obligations most irksome. He tried to minimise them whenever possible.

Hannah Field's kin connections made WH Field more aware of such obligations. This cultural awareness gave an advantage over Elder in gaining access to Te Ātiawa/Ngāti Awa land. In return, however, Te Ātiawa/Ngāti Awa frequently solicited WH Field for cash advances. He recorded in March 1892 his payment of £20 for the survey of Watene Te Nehu's land.[988] Hannah leased Te Nehu's land from 1889 until 1892. During this period, she paid him the princely sum of £1136 in rentals.[989] In addition, Hannah advanced Te Nehu a further £597 between May and July 1892. In effect, WH Field and Hannah began mortgaging Te Nehu's land to secure their loans to him. If Te Nehu fell behind with his loan repayments, he risked forfeiting his land to the Fields. [990]

WH Field's other July 1892 accounts for Hannah shows, just as with Te Nehu, the complexity of the Field family leases. He recorded Hannah's rental payments of £886 to several Taranaki-

[985] His son, DGB (Bruce) Morison, however, became a distinguished Chief Judge of the NLC in 1945. Warbrick, N/MLC Judges, p 5
[986] Norman Elder, Waimahoe typescript, MS-Papers-0699, vol. 1, pp 13, 15-17, ATL
[987] Elder, Waimahoe, vol. 1, pp 18, 19-25
[988] Field to Watene Te Nehu, 10 Mar 1892, FL, vol. 1, p 162
[989] Field to Watene Te Nehu, 10 Jun 1892, FL, vol. 1, p 213-217. Te Nehu became the largest Ngarara West hapū affiliated owner in 1891, with a total of 1,653.75 acres in 15 different sections. Ngarara ownership lists, 2 Jun 1891, Otaki MB, vol. 12, pp 219-220, 225-226
[990] Field to Watene Te Nehu, 5-6 Jul 1892, FL, vol. 1, pp 235-236

based Te Ātiawa/Ngāti Awa landowners, many of them female.[991] Field even reported some of these payments to NLC Judge Alexander Mackay, when Mackay acted as a Native Trust Commissioner.[992] The Taranaki residence of many Waikanae landowners undoubtedly made them more vulnerable to losing control of their land to skilled operators such as WH Field and Hannah Field. For Taranaki-based owners, Waikanae rentswere a secondary source of income. Field's purchase offers to them were, therefore, bound to be tempting.

Norman Elder's Waimahoe typescript revealed that the bulk of his father's estate came as the result of Morison's purchase negotiations with absentee owners. Apparently, Morison acquired 'a little over 3000 acres' in May 1892 by convincing Tangotango Tamati Te Puke in Motueka to allow his cousins to accept £5,500 in purchase advances. This purchase secured the core of what became Waimahoe Station. Even though Tangotango was a Parihaka movement supporter, his residence far from Waikanae made himmore likely to accept Morison's purchase offer.[993]

6.6 The dangers of debt

WH Field adopted a demanding tone in much of his correspondence with his numerous Te Ātiawa/Ngāti Awa debtors. Some of these debtors attempted to use intermediaries, perhaps to shield themselves from such scolding. Field wrote to Inia Tuhata's Taranaki-based representative, Jane Brown/Heni Te Rau, that, unless Tuhata paid his half-share of fencing costs at Ngarara West C9-10. 'there will be trouble'. He went on to deny the 'threatening or hostile' tone of this remark. He added after his 8 November 1893 letter to Heni that his brother Harry had just 'issued a writ against Wi Parata for £400 odd'.[994]

Tuhata and Parata featured as adversaries in Boast's account of the 1890 Ngarara West rehearing. Tuhata's grandfather, Hone, led the Kaitangata hapū at Waikanae during the pre-Treaty era, and he shared authority with Wiremu Kingi Te Rangitake prior to the latter's departure for Waitara in April 1848.[995] Wi Parata emerged from the 1891 title determination with sole ownership of 10,289 out of 28,000 acres. This represented almost 37 percent of the

[991] Field to Hannah Field, 18 Jul 1892, FL, vol. 1, pp 239-241
[992] Field to Judge Mackay, 18 Jul 1892, FL, vol. 1, 248
[993] Elder, Waimahoe, vol. 1, pp 14-16
[994] Field to Jane Brown, 8 Nov 1893, FL, vol. 2, p 5
[995] Boast, *NLC*, vol. 2, pp 543, 558-561

total area.[996] W H Field's reference to Harry's action against Parata may therefore have served to convince Tuhata of his family's even handedness.

During the 1890s WH Field continued a consistent demanding tone in much of his correspondence, and not just in his letters to Te Ātiawa/Ngāti Awa. For example, WH Field wrote three demanding letters about unpaid debts to Henry Stowell, a Te Rarawa Native Interpreter, when he was based in Hawera during February 1894.[997] He even threatened Ropata Te Ao, the Ngāti Raukawa Western Maori MHR over a 16/6d debt that same year.[998] Henare Te Moko, a Te Ātiawa/Ngāti Awa landowner related to the Erihana/Ellison whānau, also felt the lash of Field's 'pay now' letters. Even though Thomas Rangiwahia Ellison, a Te Ātiawa/Ngāti Awa lawyer and rugby celebrity, tried to intercede on Te Moko's behalf, WH Field threatened him with immediate legal action in August 1895 over a £3/16/- debt.[999] Later WH Field began a letter to a Ngāti Toa debtor, Matenga Te Hiko, with the words 'I am determined not to put up with your dishonest and ungrateful conduct any longer'.[1000]

6.7 Property acquisitions

During the early and mid-1890s, WH Field reported what appeared to be loan and purchase arrangements for both Hannah and Harry. Hannah's £112 loans to Eruini Te Marau between August 1892 and June 1893 appear to have followed Hannah's purchase of Ngarara West C9 (295 acres) from Te Marau in July 1892.The Land Transfer Act certificate of title for this land effectively Europeanised it.[1001] The land Hannah acquired stretched east from WH Field's Ngarara West A55 purchase of the previous year. It also formed a southern boundary of Ngarara West C sections that Morison acquired for Waimahoe Station in May 1892.[1002]

WH Field's November 1895 accounts for Harry Field recorded numerous cash advances to Te Ātiawa/Ngāti Awa landowners at both Waikanae and Kapiti. Together they amounted to £786/19/10. The Field brothers purchased land from many of these landowners during the

[996] Ngarara West A & C ownership schedules, 2 Jun 1891, Otaki MB vol. 12, pp 217-226
[997] Field to Henry Stowell, 3, 14, 19 Feb 1894, FL, vol. 2, pp 48, 55, 67
[998] Field to Ropata Te Ao, 29 Nov 1894, vol. 2, p 203. Te Ao served as MHR for Western Māori from January 1894 until November 1896. *New Zealand Parliamentary Record*, [*NZPR*], Government Printer, Wellington, 1925, p 139
[999] Field to Henare Te Moko, 31 Aug 1895, FL, vol. 2, p 451. See Atholl Anderson's entry on Tom Ellison in *DNZB*, vol. 2, pp 131-132; Joseph Romanos, *100 Māori Sporting Heroes*, Trio Books Ltd, Wellington, 2012, pp 96-97
[1000] Field to Matenga Te Hiko, 31 Jan 1896, FL, vol. 2, p 760
[1001] WN CT 64/70 (27 Jul 1872); BRN, p 110; Field to Hannah Field, 14 Mar 1894, FL, vol. 2, p 73. Hannah evidently onsold C9 to Isabel and WH Field in 1893.
[1002] Elder, Waimahoe, vol. 1, pp 14-16

1890s.[1003] WH Field also recorded in the same accounts a July-August 1894 £250 payment to Harry in the case of Buckley and Company versus Wi Parata. This may have been the outcome of Harry's legal action against Parata that WH Field referred to in his November 1893 letter to Heni Te Rau regarding Tuhata's debts.[1004] Field's law firm until 1 December 1895 was called Buckley, Stafford and Treadwell. After that date, it became Stafford, Treadwell and Field, with WH Field becoming a senior partner.[1005]

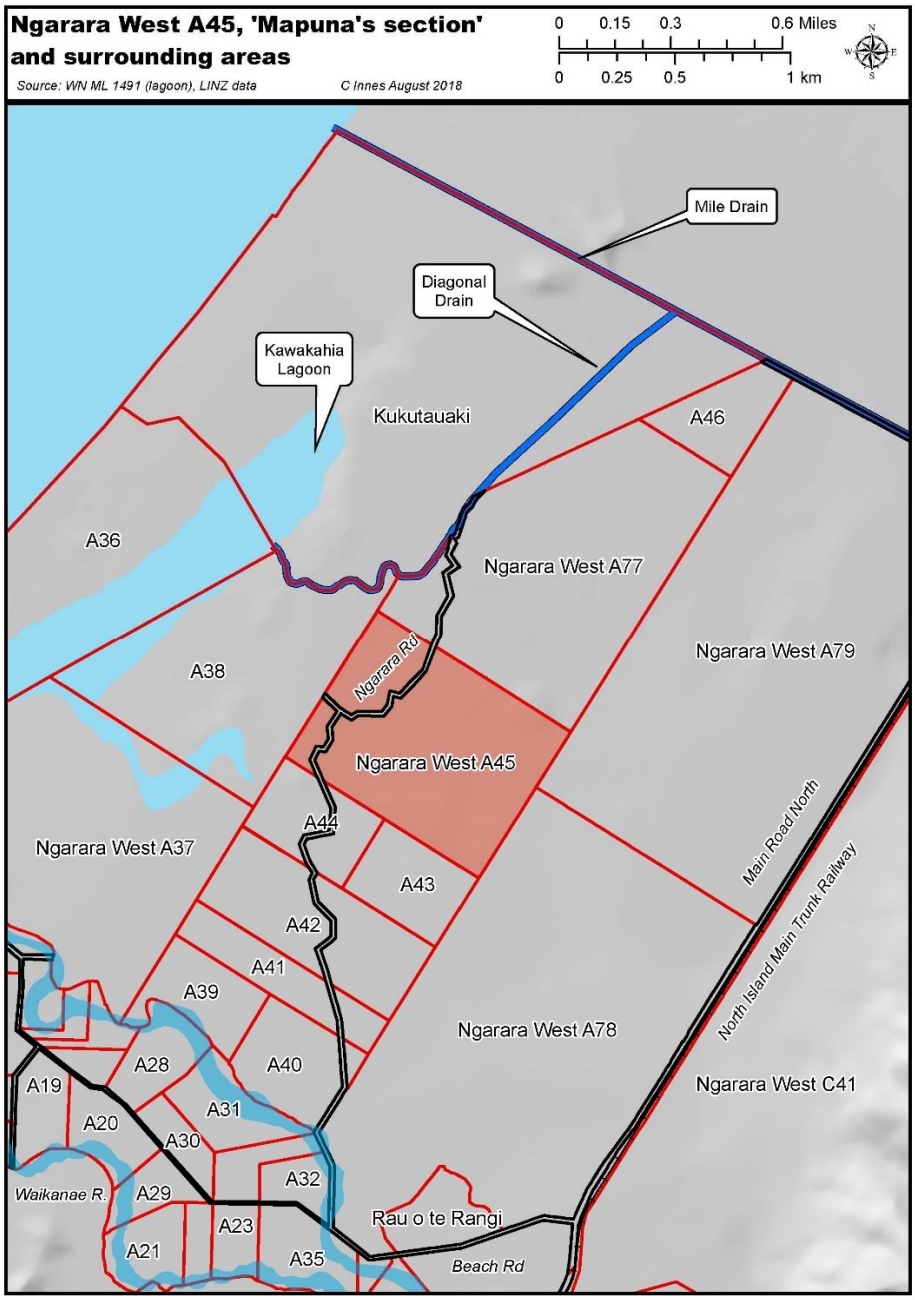

Figure 34: Ngarara West A 45 - 'Mapuna's section' and surrounding areas

[1003] Field to Harry Field, 26 Nov 1895, FL, vol. 2, pp 596-598; BRN, pp 113-114
[1004] Field to Jane Brown, 8 Nov 1893, FL, vol. 2, p 5
[1005] *Cyclopedia of New Zealand 1897*, p 477

6.8 Genesis of the Mapuna dispute

The Parata-Field relationship was never a simple one. Sometimes the two families cooperated, but on other occasions they contended with each other. Wi Parata and the Field family found themselves on opposite sides of a dispute over Ngarara West A45, a 177-acre section adjoining Kukutauaki. It became known as 'Mapuna's section' after the Hauraki-based, Mapuna Te Tuhi, who owned half the section. Both Parata and the Field family tried to get control of the land, the former with an 1893 purchase, and the latter with conflicting leases negotiated by the Field farm manager, Edward Beauchamp. The land later became a key component of the Field's Ngarara Farm. It featured in a decade long legal battle.[1006] The NLC later found Parata's purchase of A45 invalid, but Morison entered the fray in 1895, and eventually, he brought the issue to a head in the NLC five years later where Morison defeated Field.[1007]

Field contested Parata's 1893 purchases because they conflicted with Beauchamp's previous leases.[1008] Mapuna resided hundreds of miles away in Tairua, 50 km north of Tauranga Moana. She probably struggled to understand why Field, Beauchamp, Parata, and then Morison were all so eager to get their hands on her land. They evidently saw her land as strategically significant in their contest for control of the Waikanae area.[1009]

6.9 Persistence of WH Field's rivalry with Elder and Morison

Behind the long-running Mapuna dispute was Field's persistent rivalry with Elder and Morison. As the Field family acquired land along the southern boundary of Waimahoe Station, WH Field demanded road access to other Ngarara West C sections, and he was prepared to go to the Ōtaki NLC to get it. When he advised Elder of this in a February 1896 letter, WH Field stated, 'Please do not regard this as casus belli [cause of war]', but merely a plea for legal protection that 'need not … interfere with any legal arrangement … [between neighbours]'.[1010] On the other hand, Field's declaration of non-belligerence stood in marked contrast to his other behaviour towards Morison and Elder.

[1006] E H Beauchamp to Wynyard & Purchas 29 Oct 1895, Tel, FL, vol. 2, p 575
[1007] Field to Beauchamp, 2 Nov 1895; Field to Wynyard & Purchas, 14 Nov 1895, FL, vol. 2, pp 578-579, 595
[1008] Field to Wynyard & Purchas, 29 Feb, 10 Mar 1896, Tels, FL, vol. 3, pp 5, 12; Field to Wynyard & Purchas, 10 Mar 1896, FL, vol. 3, p 18
[1009] Field to Wynyard & Purchas, 20 Apr, 19 May 1896, FL, vol. 3, pp 62, 94
[1010] Field to Elder, 12 Feb 1896, FL, vol. 2, p 773

What became known as the Beauchamp succession dispute during 1897-1898 allowed Morison to clash with the Fields on their home turf. When Beauchamp died in late 1897, WH Field discovered that his farm manager kept poor records of his complex leasing arrangements.[1011] WH Field believed that Beauchamp had ceased recording property and stock transaction a full 18 months before his late 1897 death.[1012] This compelled WH Field to retain the services of a skilled accountant, J Kew Harty, and a high-powered lawyer, Charles P Skerrett.[1013] Harty spent months trying to reconstruct Beauchamp's financial records, without much success.[1014] Field retained Skerrett's services, above all else, to keep Morison in check.

Morison began representing Beauchamp's widow 'Lizzie' (a daughter of the former Native Trust Commissioner, Theodore Haultain) in early 1898.[1015] Field warned Skerrett that Morison 'was up to every move of the game' in the fight for Beauchamp's poorly recorded assets.[1016] Field calculated that Beauchamp's assets totalled 194 acres freehold, and 810 acres leasehold.[1017] During preparations for the public auctioning of these assets, Field accused Morison of making 'offensive suggestions that I am ... holding a cheap sale [of Beauchamp assets] in order to purchase [them] at my own prices.[1018] Eventually, Field succeeded in buying up most of the Beauchamp assets at the late April 1898 auction. He paid £1200 for land, £407 for leases, and £848 for stock and implements. Of course, this outlay of £2,862 did not include the fees charged by Harty, and by Skerrett, for their services.[1019]

Never one to admit defeat, Morison kept in contention on the Waikanae Plain by buying up Raiha Puaha (aka Mrs Prosser) debts in exchange for her Kukutauaki land. Apparently, her presumably prosperous Woodville racehorse owner husband failed to keep her land out of Morison's hands.[1020] Field very much resented Morison's 1898 acquisition at Kukutauaki, because it formed the northern boundary of 'Mapuna's section', and because the main drain

[1011] Field to J Kew Harty, 9 Nov 1897, FL vol. 3, pp 748-755
[1012] Field to CP Skerrett, 22 Dec 1897, FL vol. 4, pp 50-52
[1013] Skerrett became Chief Justice of New Zealand in 1926. GP Barton entry on CP Skerrett, *DNZB*, vol. 3, pp 476-477
[1014] Harty to Field, 9, 16 Nov, 1 Dec 1897, 8 Feb, 30 Aug 1898, Harty letter book, MS-0939, ATL pp 64, 66, 77-78, 102-103, loose-leaf
[1015] *Cyclopedia of New Zealand 1897*, p 1085
[1016] Field to Skerrett, 8 Feb 1898, FL, vol. 4, pp 101-102
[1017] Field to Skerrett, 23, 25 Feb 1898, FL, vol. 4, pp 128-130, 137
[1018] Field to Morison, 13 Apr 1898, FL, vol. 4, pp 196-197
[1019] Field to Morison, 10 May 1898, FL, vol. 4, pp 260-261
[1020] Field to Prosser, 15 Dec 1898; Field to Morison, 18 Dec 1898, FL, vol. 4, pp 618-619

from Paetawa into the Kawakahia Lagoon crossed it. The story of the battle over Paetawa drainage continues in Chapter 8, below.

6.10 The Field-Parata connection

Even though Wi Parata remained Waikanae's largest landowner until his death in 1906, his son Natanahira (or Hira) became indebted to the Fields during the 1890s. Hira's debt to Field began with a June 1896 £20 loan, that by the end of 1897 Hira's debt had crept up to £126.[1021] Field hoped to recruit both Wi and Hira Parata as allies in his contest with Morison and Elder.[1022] Field conferred with Wi Parata, Wi's brother, Hemi Matenga, and with Hira Parata in January 1899 about keeping Kukutauaki attached to Field's neighbouring Ngarara land. Field agreed to lease Parata land north of the Kawakahia Lagoon at 5/- an acre per year for 14 years.[1023] Field and Parata then attempted to contain Morison's subsequent Kukutauaki incursion.

Field applied much more repayment pressure to Inia Tuhata than he applied to the Parata whānau.[1024] Field's lighter hand with the Parata whānau appears to reflect the fact that during 1899-1900 he was seeking to deepen his land purchasing ties with Hira Parata, and to increase Hira's financial dependence on him.[1025] By April 1899, Hira owed Field over £142. NZL used the annual Parata wool clip as their security for the repayment of Hira's debts. His wool cheque from NZL covered less than half that amount.[1026] The following month Field recorded transfers of Parata property, in a combination of leases and purchases, totalling 1,273 acres.[1027] The purchases appear to have been registered in Harry's name for Ngarara West A6 (200 acres) and Ngarara West A73 (65 acres). The remainder appear to have been leases.[1028]

Field and the Parata whānau had begun cooperating over Mapuna's section as early as 1896.[1029] Wi Parata evidently shared Field's concerns about Morison's manoeuvres there.[1030] In June 1899 Field assured Wi Parata that he confidently expected NLC Judge Alexander Mackay to

[1021] Field to Hira Parata, 22 Jun 1896, FL, vol. 3, p 120; Field to GH Bethune, 22 Dec 1897, FL, vol. 4, p 52
[1022] Field to Hira Parata, 1 Dec 1898, FL, vol. 4, p 610
[1023] Field to JW Kemp (farm mgr), 26 Jan 1899, FL, vol. 4, p 669
[1024] Field to Tuhata, 19 Apr, 25 Oct, 29 Nov 1899, FL, vol. 5, pp 39-40, 348, 413
[1025] Field to Paehi Parata, 13 Apr, 11 May 1899, 29 Mar 1900, FL, vol. 5, pp 13, 89, 706
[1026] Field to Hira Parata, 21 Apr 1899, FL, vol. 4, pp 43-44
[1027] Field to Hira Parata, 29, 30 May 1899; Hira Parata to Field, 1 Jun 1899, FL vol. 5, pp 118-119, 122
[1028] BRN, pp 102 & 104. Field evidently neglected to register most of his leases at the Land Transfer Office.
[1029] Field to Wi Parata, 1, 3 May 1899, FL, vol. 5 pp 63, 67
[1030] Field to Charles Brown (Native Interpreter, Waitara), 27 May, 8, 26 Jun 1899, FL, vol. 5, pp 111, 139, 169

confirm their Mapuna and Kukutauaki arrangements.[1031] While Wi Parata spent much of 1899 at his Parihaka residence, Field paid at least some of Parata's Waikanae survey expenses.[1032] When Morison tried to lease more land in the Mapuna-Kukutauaki area, Field telegraphed Wi Parata to 'Return Morison's cheque to him'.[1033] Field also encouraged NZL to loan Hira a further £50, even though his debit balance exceeded £150.[1034]

Field, while sealing his Parata whānau alliance, was much less charitable in dealing with other Te Ātiawa/Ngāti Awa landowners. To clear Enoka Hohepa's debt of £359 on the 200-acre Ngarara West A6 section at Otaihanga, Field facilitated Harry Field's purchase of the entire section for £315 in July 1899.[1035] Field also used Hanikamu Te Hiko's £180 Kukutauaki debt to purchase his share of that area.[1036]

6.11 Field's sources of credit

During 1897 Field managed to get financial assistance from both NZL, and from the Public Trustee. Field's law firm (Stafford, Treadwell, and Field) acted for both NZL, and for the Public Trustee.[1037] That year Field sent NZL a transfer of Tamihana Te Karu's interests in the 194-acre Ngarara West A38 (adjoining Mapuna's western boundary) to his law firm as security for a NZL loan to his law firm.[1038] At the same time the Public Trustee loaned WH Field's wife, Isobel (nee Hodgkins) £2600 over two years between August 1896 and August 1898.[1039]

NZL financed both Field's purchase of the Beauchamp assets during 1898, and his Kukutauaki lease from the Parata whānau in 1899.[1040] Field then leased 42 acres of Parata land at Ngarara West A43, on the southeastern boundary of Mapuna's section. To his chagrin, Morison struck back by leasing much of the 261 acres of Ngarara West A77 (also adjoining Kukutauaki) from the Ngapaki whānau.[1041]

[1031] Field to Wi Parata, 13 Jun 1899, FL, vol. 5, p 151
[1032] Field to Wi Parata, 5 Sep 1899, FL, vol. 5, p 295
[1033] Field to Wi Parata, 29 Sep 1899, Tel, FL, vol. 5, p 320
[1034] Field to Manager (Mgr) NZL, 21 Jun 1899, FL, vol. 5, p 164
[1035] Field to Enoka Hohepa, 16 Aug 1899, FL, vol. 5, pp 261-262; BRN, pp 102, 114
[1036] Field to Hanikamu Te Hiko, 29 Aug 1899, FL, vol. 5, pp 280, 299; BRN, p 62
[1037] *Cyclopedia of New Zealand 1897*, pp 477-478
[1038] Field to Mgr, NZL, 21 Jul 1897, FL, vol. 3, p 628
[1039] Field to Public Trustee, 5, 17 August 1898, FL, vol. 4, pp 394, 409
[1040] Field to Mgr, NZL, 17 Jan, 7 Feb 1899, FL, vol. 4, pp 654, 689. Beauchamp's assets included an 1890 A49 lease, and an 1897 A38 purchase. BRN, pp 58,69, 98
[1041] Field to Kemp, 6 Feb 1899, FL, vol. 4 p 687; BRN, p 99

6.12 Willie and Harry Field's political paths

In addition to their land purchasing, the Field family played a prominent role in local politics. During the 1896 general election campaign, WH Field became Harry's organiser in the Ōtaki electorate. WH Field convinced Premier Richard Seddon to make several appearances in the electorate during the campaign which pitted Harry against the well-known conservative, Dr Alfred Newman. During the previous 1893-1896 term, Newman represented Wellington Suburbs as MHR.[1042] Previously, in an 1882 speech, Newman proclaimed Māori to be a 'dying race'. Furthermore, he considered their imminent extinction, not as a matter of regret, but as a matter of celebration. 'They are dying out in a quick, easy way', he stated, 'and are being supplanted by a superior race'.[1043] Seddon's numerous speeches on behalf of Harry, partly in response to WH Field's insistent requests, probably contributed to his 460-vote election majority over Newman.[1044]

The Field-Morison conflict escalated in the electoral arena three years later when on 5 December 1899, Morison ran in the general election of that year against an ailing Harry Field for the Ōtaki seat. Because Harry was so unwell, WH Field bore the brunt of campaign organising. He again sent Seddon a flurry of telegrams. Seddon, as he had in 1896, attended several Ōtaki election rallies, at WH Field's request.[1045]

Even though Harry prevailed in the 6 December election, with a slightly reduced majority, he died of a heart attack on 10 December 1899, just four days later. Harry died at the Waikanae Ferry Inn where he lived his entire married life since 1878 with Hannah.[1046] A month later on 6 January 1900, WH Field succeeded his brother as Ōtaki MHR when he successfully contested the by-election against Morison.[1047]

This 1900 by-election showed how the struggle for political authority was also part of the struggle for Maori land. At the dawning of the twentieth century, WH Field became MHR for Ōtaki. Except for a three-year interlude (1911-1914) he was to remain in this position until

[1042] *NZPR*, 1925, p 121
[1043] John Stenhouse entry on Dr Alfred Newman, *DNZB*, vol. 3, pp 358-359
[1044] Field to Seddon, 16, 20,26 Nov, 1 Dec 1896, Tels, FL, vol. 3, pp 327, 340, 353, 357, 358. *NZOYB* 1897, p 361 recorded 1,799 votes for HA Field, and 1,339 votes for AK Newman
[1045] Field to Seddon, 31 Oct, 16, 27 Nov 1899, Tels, FL, vol. 5, pp 357, 382, 410-411
[1046] Henry Augustus Field obituary, *Evening Post* (Wellington), 11 Dec 1899; Field to A O'Brien, 21 Apr 1903, FL, vol. 10, p 77
[1047] *NZPR*, 1925, p 91; Field to A O'Brien, 21 Apr 1903, FL, vol. 10, p 77

1935. Field used his political position to promote his private interests. Occasionally, Field's political prominence benefitted Te Ātiawa/Ngāti Awa, but usually this was only when tribal interests coincided with his political goals.

6.13 The 1900 culmination of the Mapuna case

The contest over title to 'Mapuna's section' on the Ngarara boundary with Kukutauaki simmered beneath the surface during the 1890s. In 1900 this contest became a stand-up fight in Judge Mackay's Wellington courtroom, with Elder and Morison triumphing.

WH Field frequently appeared before Mackay during the 1890s, usually with successful outcomes. For example, Field appeared before Mackay in three cases on 6 March 1896. Mackay's decisions in each of these cases, including one regarding A45 (Mapuna's section) were relatively favourable to Field's clients, Kahutatara and Tamihana Te Karu. In the A45 case, he allowed Field and Tom Ellison, to reach an interim out-of-court settlement regarding Wi Parata's 1893 purchases.[1048]

During his negotiations with Ellison over A45, Field apparently decided not to press Beauchamp's claims to have leased the land prior to Parata's 1893 purchases. At the same time, Mackay neglected to confirm Parata's purchases prior to the matter coming back into his courtroom during the 1900 fight.[1049] Meanwhile, Morison and Elder kept alive their own claims to ownership of the strategically located section. Field persuaded Parata to replace Ellison as his lawyer with Field's law partner, Edward Stafford, in either 1898 or 1899, when it became clear that Morison would fight to the bitter end on Elder's behalf. Field also called Skerrett in to the case, supposedly to represent Mapuna. Three top-flight lawyers, Morison, Stafford and Skerrett, acted for clients who contested title to A45 in front of Judge Mackay in a diminutive Sydney Street schoolroom converted into a Wellington courtroom.[1050]

Initially, Stafford and Skerrett, with WH Field as their leading witness, appeared to have the advantage over Morison. But, much to Field's chagrin, Mackay found in favour of his

[1048] Court proceedings, 6 Mar 1896, Otaki MB, vol. 30, pp 7-15. On Judge Alexander Mackay, see David Armstrong's *DNZB* entry, vol. 2, pp 289-290. He served as an NLC Judge from 1884 until 1902.
[1049] A45 evidence, 6 Mar 1896, Otaki MB, vol. 30, pp 7-9; A45 evidence, 31 May 1900, Wellington MB, vol. 10, pp 61-66
[1050] A45 evidence, 31 May, 5-9 Jul 1900, Wellington MB, vol. 10, pp 61-66, 79-90, 97-100, 106-107

Waikanae rivals, Morison and Elder. In his matter-of-fact 16 July 1900 judgement, Mackay decided the case almost entirely on his finding that in 1893 Parata paid the A45 owners (Mapuna Te Tuhi and the Toanui whānau) 'inadequate consideration'. Mackay accepted Field's estimate that the 177 acres was worth approximately £2 per acre. Parata had paid the owners only about half that amount in 1893. Mackay accordingly invalidated Parata's purchases. Furthermore, he concluded that Morison's client Elder paid the owners a sum much closer to the value of the land in 1899. Mackay simply ignored Beauchamp's original leases of the same land, and Field's advocates lost the case.[1051]

Field expressed immediate indignation about Mackay's judgement in private correspondence with the man who replaced Beauchamp as his farm manager. On the day of the judgement he wrote:

> This experience has forwarded another reason why the Native Land Court should be wiped off the face of the earth. I cannot conceive [of] how the Judge arrived at his judgement.[1052]

A few weeks later he described the judgement as 'very disgusting'. He also expressed bitter disappointment over Wi Parata's subsequent decision to accept payment from Morison and Elder, instead of appealing the judgement.[1053] Field did not accept defeat gracefully. He did not withdraw his stock from A45 for over a year, and he continued to wrangle with Morison and Elder over fencing, almost as though he retained control of the property. On the other hand, Wi Parata was not prepared to prolong what he evidently considered to be a losing battle.[1054]

[1051] Mackay judgement, 16 Jul 1900, Wellington MB, vol. 10, pp 119-124
[1052] Field to JW Kemp, 16 Jul 1900, FL, vol. 6, p 253
[1053] Field to JW Kemp, 10 Aug 1900, FL, vol. 6, p 347
[1054] Field to George Watson, 15 Apr 1901; Field to Elder, 6 Jul 1901, FL, vol. 7, pp 268, 506-507

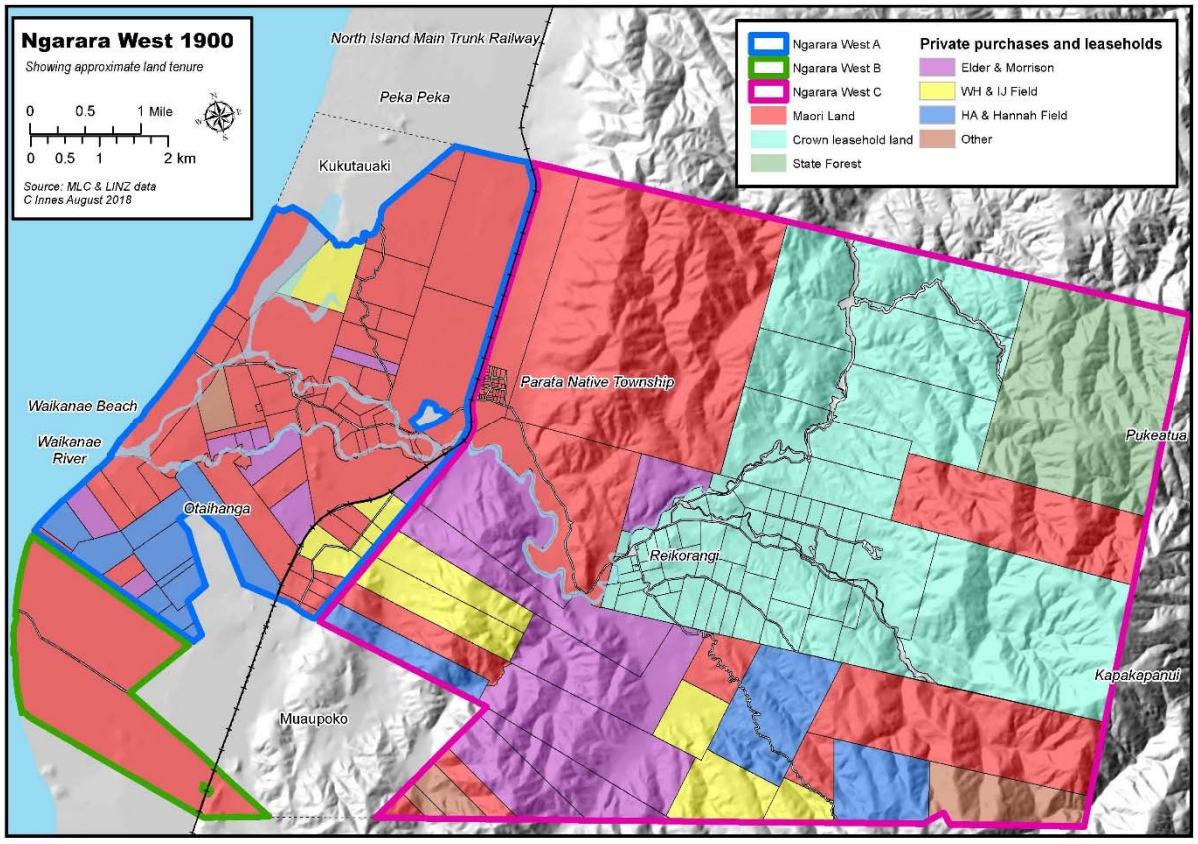

Figure 35: Ngarara West 1900

6.14 Field and the Native Land Court

Field needed to exhibit respect for NLC judges, because he appeared before several of them throughout the lower half of the North Island. He frequently corresponded with Native Minister, James Carroll, about NLC matters, but he never raised anything bearing upon the conduct of its judges in this correspondence.[1055] Many of Field's NLC clients resided in Taranaki, and some at Parihaka. His status as an MHR appears to have given him an advantage over other more popular lawyers such as Tom Ellison in winning Te Ātiawa/Ngāti Awa clients.

Field retained many of his Te Ātiawa/Ngāti Awa clients, during the early twentieth century, despite his continued demanding demeanour as an unforgiving creditor. The harsh tone of his many letters to Te Ātiawa/Ngāti Awa clients can be gauged from his opening remarks about Tamihana Te Karu in a letter a farm manager. The letter began:

[1055] Field to Native Minister, 24 Jul, 7, 11, 22 Aug, 30 Oct 1900, FL, vol. 6, pp 281, 333, 350, 394, 589-590

> Old Tamihana pinched me for a further £3 yesterday, which makes his debt up to £25. He tried hard to sell me his land, but I would do no business with him ... because I don't think the land but [could?] be of any use to me.[1056]

In this sort of statement Field showed his determination to recover what his Te Ātiawa/Ngāti Awa clients borrowed from him. Yet he also avoided rushing into ill-considered purchases.

6.15 The continuing Field-Parata alliance

Although Wi Parata in 1900 settled with Morison and Elder over A45 (Mapuna's section), he continued to cooperate with Field in seeking to limit the Elder's Waimahoe advance further north into Kukutauaki. Field alerted Parata to an Ōtaki NLC hearing on Kukutauaki on 1 October 1900. He telegraphed Parata: 'If you have not seen Judge [Mackay] I think you better do so at once'. He even offered Parata the services of Treadwell to represent him, since Stafford was unavailable.[1057] In fact, Morison was a step ahead of both Parata and Field. He was the sole lawyer at the 1 October Ōtaki NLC hearing. There he could confirm Elder and Parata's control of the drainage ditches from the land surrounding the Kawakahia Lagoon (including Kukutauaki and A45).[1058]

By 1901 Field understood that his 1900 electoral victory over Morison did not necessarily give him an advantage in the NLC. Field confided in Sir Walter Buller that his own parliamentary career 'was very much against my own inclination'. After his brother's untimely death, Field wrote, 'everyone' understood that he alone 'could hope to win the [Ōtaki] seat' by defeating Morison. He vowed that he would henceforth 'attend to the wants of my district, in which [,] as you are probably aware [,] I have myself considerable landed interests ...'[1059]

More than anything else, Field aspired to succeed to Wi Parata's pre-eminent role at Waikanae during the twentieth century. In private correspondence with Ngarara farm manager George Watson, Field referred to the 'leverage game [he played] with Morison and Elder'. He wanted to outsmart them by negotiating better terms for purchases from strategically placed Te Ātiawa/Ngāti Awa landowners. This game, he wrote, was 'one which they [Morison and Elder]

[1056] Field to WH Cruickshank, 26 Aug 1900, FL, vol. 6, p 404
[1057] Field to Wi Parata, 28 Sep 1900, Tel, FL, vol. 6, p 474
[1058] Kukutauaki proceedings, 1 Oct 1900, Otaki MB, vol. 41, p 65
[1059] Field to Sir Walter Buller, 13 Dec 1900, FL, vol. 6, p753. Buller was then living in retirement in London.

pride themselves upon being expert in'. Field, however, knew he could beat them at their own game.[1060]

Field calculated that his kin-connections gave him the edge over Morison and Elder. After 1900, Field also understood the extent to which Hira was beginning to assume full management of the Parata whānau assets. This clearly played into Field's hands. Hira's debts to Field rose from £142 in April 1899, to over £267 in November 1900. Field presumably knew how much Hira owed his major creditor, NZL, because Stafford, Treadwell and Field acted for NZL.[1061]

Wi and Hira Parata belonged to different generations. Unlike Hira, Wi never allowed Field full control of his accounts. Most of Field's letters to Wi concerned simple rent payments, not the cash advances that dominated his letters to Hira.[1062] By 1902 Hira's debt to Field reached £500. Fortunately, his NZL wool cheque and Ngakaroro rents brought his overall debit balance down to £265.[1063] Unlike Wi who jealously guarded whānau assets, Hira allowed Field to run up his debts, and to record them as his accountant.

While Field considered Hira as hopelessly improvident, he encouraged his free spending.[1064] Both Field and NZL allowed Hira's mounting overdrafts on the understanding that the whānau's assets provided his creditors with ample security. Field also saw these overdrafts as a sure guarantee of Parata support in his contest with Morison and Elder.

6.16 The Morison-Elder alliance

Elder, it turns out, was probably a reluctant participant to the contest for local pre-eminence. His letters lack the demanding tone of much of Field's correspondence. Elder appeared to despise Field's grasping behaviour. In a letter to Field's friend William Cruickshank, he described this behaviour as 'the Waikanae custom of section grab − no matter who it may hurt ...' On the other hand, he asserted in this same letter, that Māori were equally unprincipled. In accusing Cruickshank of unprincipled behaviour, he wrote that this stooped to a level 'which

[1060] Field to Watson, 6 Nov 1900, FL, vol. 6, p 616
[1061] Field to Mgr, NZL, 27 Apr, 21 Sep, 1 Dec 1898, FL, vol. 4, pp 216, 461, 597; Field to Hira Parata, 4 May 1898, FL, vol. 4 p 234; Field to Hira Parata, 28 Nov 1900, FL, vol. 6, pp 699-700
[1062] Field to Wi Parata, 17 Dec 1900, 4 Sep 1901, FL, vol. 6, pp 13, 700
[1063] Field to Hira Parata, 29, 30 Apr 1902, FL, vol. 7, pp 569-571, 572-573
[1064] For a fetching photo of Hira, see Macleans, *Waikanae*, p 98. Hira appears as an immaculately turned-out country gentleman. I have reproduced the photo at p 140

even Maori ethics would disapprove of"'.[1065] Elder may have been less abrasive than Field, but he could be just as disrespectful towards Māori.

Elder's private letters reveal how his brother-in-law, Morison, dragged him into the Waikanae contest against his own inclinations. In mid-1898 he alerted Morison to how unprofitable the Waimahoe Station had been during its first eight years. '… I have been living on capital ever since I came to Waikanae', he protested. 'Of course I cannot continue on [these] present lines or there is nothing but ruin ahead'.[1066] According to Elder, Morison picked the fight with Field over Mapuna's section. In early April 1900, Elder sought an out-of-court settlement of that dispute. Morison, however, persuaded Elder against such a settlement, because the case ended up in the Wellington NLC the following month.[1067]

On his return from a long sojourn in England, Elder reported that in his absence from Waikanae, 'Morison purchased for me for £1500 ...' numerous Te Ātiawa/Ngāti Awa leases, all without his explicit consent. In the same vein, he wrote that Morison 'also purchased for me a native section – which I haven't been able to get possession of yet [,] for £630'.[1068] Everything changed for Elder in March 1901 when he inherited almost £50,000 from his wealthy uncle Thomas who made a fortune in Australian rural services. Thereafter he could afford Morison's free spending on his behalf.[1069] The Sir Thomas Elder Australian bequest also allowed Elder to purchase Field's interest in Mapuna's section for £540.[1070]

In contrast to the demanding tone of much of Field's correspondence, Elder maintained a formal, but polite tone, in his correspondence with Wi Parata. Norman Elder's 1960s memoir treated the leasing that dominated the Elder letters to Wi Parata, as almost unfathomable. 'The complications seem to be endless', he wrote.[1071] Elder sought to minimise his reluctant cultural

[1065] Elder to WH Cruickshank, 15, 17 Sep 1897, EL, vol. 1, pp 35-36, 38-40
[1066] Elder to Morison, 27 Jan 1898, EL, vol. 1, pp 61-65
[1067] Elder to [possibly Cruickshank?], 9 Apr 1900, EL, vol. 1, pp 87-89
[1068] Elder to GF Gee, 2 Jan 1901, EL, vol. 1, p 100. This may refer to A45 (Mapuna's section) which, Walghan Partners record as an October 1900 Morison purchase. BRN, p 103
[1069] Elder to Sir Thomas Elder Executors, 22 Mar 1901, EL, vol. 1, p 123. Sir Thomas Elder helped establish what Vaille regards as the world's first Stock and Station company in Adelaide after 1839. Vaille, *Rural Entrpreneurs*, p 19
[1070] Elder to Morison & Loughnan, 26 Mar 1901, EL, vol. 1, p 124
[1071] Elder Waimahoe typescript, vol. 1, p 18

obligations by keeping communication with Parata to a polite series of brief covering notes on regular rent cheques.[1072]

6.17 The Kapiti compensation clash

Kapiti Island provided an opportunity for Field to exercise his legal and political skills to advance tribal interests when they coincided with his own private and political interests. Both Morison and the Field family leased Te Ātiawa/Ngāti Awa-Ngāti Toa land on Kapiti Island during the 1890s. WH Field transferred most of Harry's leases, first to Marton sheep farmer Alfred Ross, and then to the Paraparaumu-based Maclean brother before 1897.[1073] WH Field also acted as an intermediary in the leasing of Waiorua land at the relatively undulating northern end of the island. This was where Charles Lowe and Morison became lessees of Te Ātiawa/Ngāti Awa-Ngāti Toa land before the end of 1897.[1074] Field encountered Morison at Waiorua in mid-1897 when Morison leased Te Hiko's land despite Field's £55 mortgage, in Isobel's name, attached to the land. Field informed Morison, 'Of course my interest is only that of Mortgagee. I have no thought of further dealings with the land'.[1075] Nonetheless, Morison probably anticipated trouble.

Chis Maclean (unrelated to the brothers of the same name) wrote in his 1999 Kapiti Island history that by mid-1897 Pākehā controlled 'almost all the island ...' He calculated that by then the Maclean brothers leased 2624 acres, Charles Lowe 1238 acres and Morison 405 acres. This accounted for all except 59 acres, or 1.12 percent of the island's total land area.[1076] Chris Maclean argued that Premier Seddon saw WH Field's incipient mortgage activity as a direct threat to his Liberal Government's plans to declare the entire island as a nature reserve.[1077] In addition to Field's £55 mortgage of Te Hiko's land, he also established a £168 mortgage of Hohaia Te Kotua's Waiorua land leased to Charles Lowe.[1078] After Seddon rushed the Kapiti

[1072] Elder to Wi Parata, 11 Jan, 6 Mar, 13 Jul, 3 Sep 1901, 13 Jan, 17 Jul 1902, 9 Mar 1903, EL, vol. 1, pp 104, 115, 137, 150, 179, 223, 281
[1073] Field to Hoani Taipua MHR, 12 Aug, 1 Oct, 16 Oct 1891, FL, vol. 1, pp 29, 65, 73; Field to Alfred Ross, 5 May 1892, FL, vol. 1, p 194
[1074] Hirini Tangahoe to Hanikamu Te Hiko, 15 Sep 1894; Te Hiko to Ross, 24 Sep 1894; Te Hiko to Field, 4 Jan 1895, FL, vol. 1, pp 165a, 166, 223
[1075] Field to Morison, 13 Jun 1897, FL, vol. 3, p 606
[1076] Chris Maclean, *Kapiti*, Whitcombe Press, Wellington, 1999, pp 163-164, 178, 296
[1077] Maclean, *Kapiti*, p 181
[1078] Field to Charles Lowe, 27 Aug 1897, FL, vol. 3, p 666. Maclean reproduced this letter to Lowe in *Kapiti*, p 180. Field registered both mortgages in his wife, Isobel's, name.

Island Public Reserve Bill through parliament in December 1897, Field became the coordinator for Crown compensation to the largely Pākehā leaseholders.[1079]

The complexity of Kapiti compensation provisions played into Field's hands. In September 1900, he pressed the Colonial Treasurer for the urgent payment of both the Macleans' and Te Kotua's compensation claims.[1080] He pressed the Macleans' claim much more vigorously than Te Kotua's. The full text of his letter to Seddon read:

> I hope you will without fail, see that Messrs Maclean's compensation is paid next week at the latest. It is a matter of urgency *not only to them but to me*. (emphasis in original)[1081]

When Seddon failed to reply, Field issued him a stunning rebuke:

> You are causing not only my clients, but also my firm and myself *serious inconvenience* by not attending to this matter. May I ask that you will attend to it today? (emphasis in original)[1082]

Field more than likely got short shrift from the Premier, but he persisted with his strident advocacy for his largely Pākehā Kapiti Island clients.

By the end of 1901, according to the Crown's 1904 Kapiti Island *AJHR* return, the Government paid out a total of £4,352 in Kapiti Island compensation, mostly to Pākehā claimants. The Crown paid more than £2,071 to the successors to Andrew Brown's 617 acre Wharekohu grant at the island's southern extremity. It paid the Maclean brothers £1,125 for their central island leases, and Charles Lowe £925 for his Waiorua leases. The Crown refunded Isobel Field her £168 mortgage on Te Kotua's Waiorua land (leased by Lowe). It paid Te Kotua £62/10/- for the same land. Strangely, both Wi Parata and Morison failed to file claims. Field claimed £675 in compensation for his prime waterfront 12.5 acres at Rangatira Point. The Crown by 1904 had, much to WH Field's disgust, 'not yet adjudicated on' his compensation claim. According to Chris Maclean, Maori owners 'received about 12s 6d per acre. European owners received about £3 5s per acre − five times more than their Maori counterparts'.[1083]

[1079] Hohaia Te Kotua to Governor, 17 Feb, 23 Mar 1899, FL, vol. 4, pp 711-712, 759; Kapiti Island Public Reserve Act, 22 Dec 1897, *SNZ*, 1897, No 28, pp 68-69
[1080] Field to Colonial Treasurer, 13 Sep 1900, FL, vol. 6, p 449
[1081] Field to Seddon, 22 Sep 1900, FL, vol. 6, p 469
[1082] Field to Seddon, 1 Oct 1900, FL, vol. 6, p 497
[1083] Return re Kapiti Island, *AJHR*, 1904, G-8, pp 1-2; Field to Min of Lands, 6 Aug 1902, 28 Mar 1903, FL, vol. 9, pp 74-75, 753-754; Maclean, *Kapiti*, p 190

Field continued a steady stream of letters to Seddon about Kapiti Island. Even though the Crown had become the predominant landowner on the island, he wrote in early 1901, it would be prudent to sub-let the central hill country to the Maclean brothers. They had proved themselves, in his words, to be 'most excellent tenants'. He also doubted that remaining Māori landowners, like Wi Parata, would consent to Crown purchases of all remaining land on the island. In the absence of such consent, he hoped that the Crown would continue prompt payment to Māori landowners of 'the rents due to them'.[1084] Chief Native Land Purchase Officer Patrick Sheridan assured Field that the Crown would not withhold rents to force Māori consent to alienation. Field still cautioned Seddon that Māori remained dissatisfied with the uniform rental throughout the island. He believed that Māori owners of higher value land at the northern Waiorua end of the island should receive higher rents.[1085]

[1084] Field to Seddon, 25 Feb 1901, FL, vol. 7, pp 132-133
[1085] Field to Seddon, 8 Mar 1901, FL, vol. 7, p 169

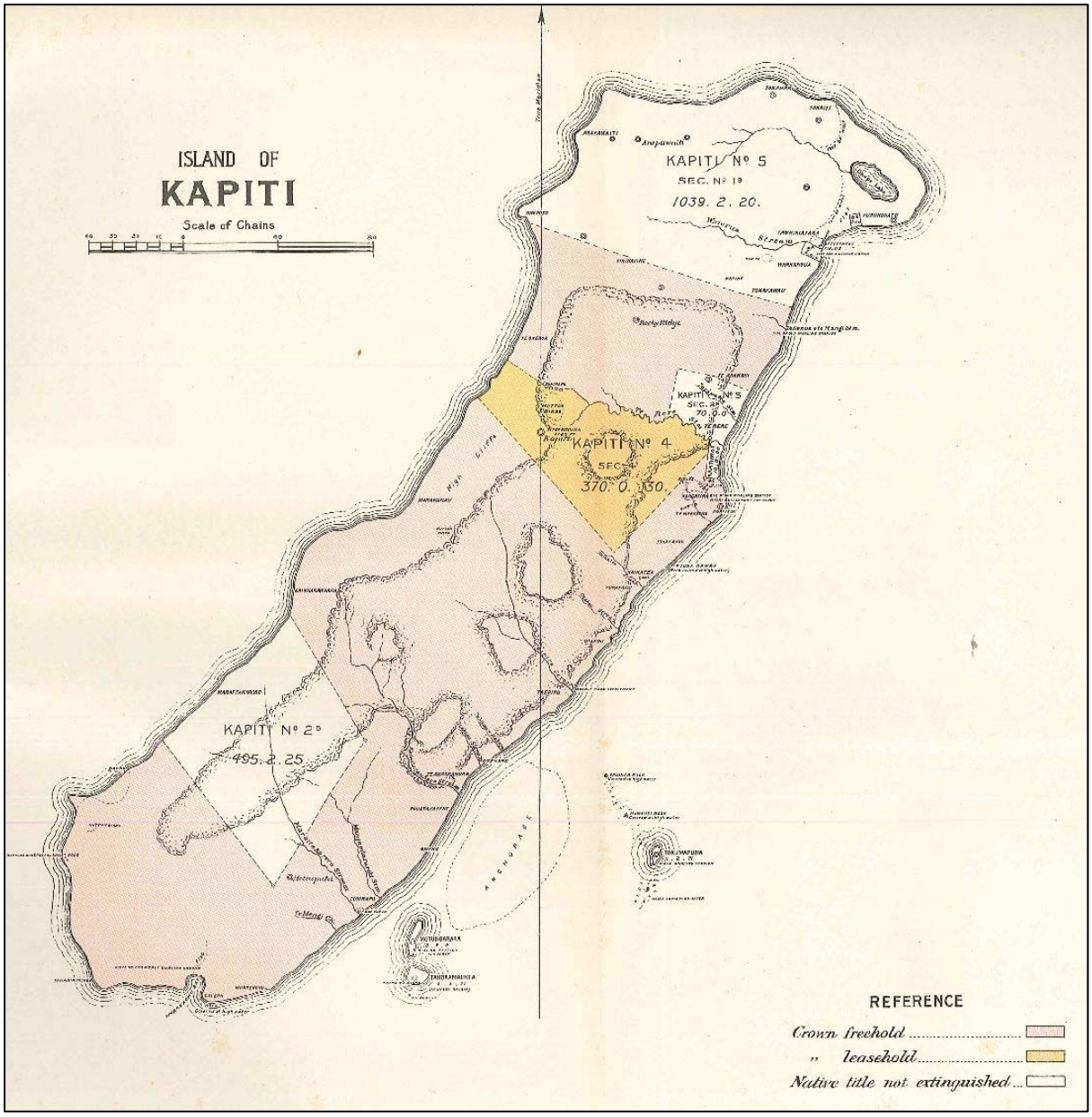

Figure 36: Island of Kapiti

(Source: AJHR, 1904, G-8, p 4)

6.18 Flaws in Field's financial recordkeeping

The 1898 Beauchamp succession conflict should have alerted Field to flaws in his financial recordkeeping. Although he meticulously maintained his own accounts, he floundered when he had to depend on the records of his less meticulous business associates. Thus, Beauchamp's missing records placed Field at a distinct disadvantage in trying to prevent Morison from interfering in the April 1898 Beauchamp assets auction. In 1902 WH Field discovered the same problems with his brother Harry's records. He wrote to Hannah complaining that she was 'in the habit of stating that I am afraid to go into our accounts because I owe you so much money'.

He maintained that Harry and Hannah had ample opportunity to question his accounts prepared during Harry's lifetime. WH Field admitted making some financial 'adjustments' following their last 1897 family conference. He invited her to point out any other errors that may have escaped their attention.[1086]

In fact, WH Field spent almost four months in early 1902 going through Harry and Hannah's records. He bemoaned the fact that 'I never took all this book keeping on my own free will and I trust I may never have such a thankless job again'. But, because of his review of all the family's 1890s financial records, he could piece together complex property transactions, hitherto imperfectly understood.[1087] The outcome of WH Field's four-month review revealed no fatal errors on his part, but Hannah's rumours of his alleged dishonesty may have damaged his reputation within the Te Ātiawa/Ngāti Awa community.

6.19 Hira Parata's 1902 challenge

Perhaps the first rumblings of a Te Ātiawa/Ngāti Awa reaction to Hannah's accusations about WH Field's alleged dishonesty came from Hira Parata. During the same month in which Field concluded his retrospective book keeping, Hira retained the services of the Wellington law firm of Moorhouse and Hadfield to take a claim against his former lawyer and accountant, WH Field. Moorhouse and Hadfield both sprang from notable colonial families. Sefton Moorhouse's father, William, had been a founder of the Canterbury colony, and Ernest Hadfield's father, Octavius, had become a famous Bishop of Wellington.[1088] Hira Parata followed Hannah's example by questioning the accuracy of Field's accounts on his behalf.

Field bridled at what he regarded as Hira's flagrant attempt 'to evade payment of what he justly owes me'. Field wrote that he was prepared to clarify Hira's accounts, on condition that he promise to act honourably. 'If … Hira will give no such assurance … I will hand my securities to my [law] firm with instructions to act at once', wrote Field.[1089] Hira Parata's new lawyers indicated in their reply to Field a few days later that they were not prepared 'to submit my last letter to your client …' This appeared to be an admission of defeat even before the

[1086] Field to Hannah Field, 26 Mar 1902, FL, vol. 8, pp 490-491
[1087] Field to Hannah Field, 17 May 1902, FL, vol. 8, pp 623-626
[1088] *Cyclopedia of New Zealand 1897*, pp 476-477
[1089] Field to Moorhouse & Hadfield, 23 May 1902, FL, vol. 8, pp 645-646

commencement of battle.[1090] The absence of further correspondence in the Field collection about the case after May 1902 suggests that it petered out for lack of evidence.

Conclusion

Field had established himself by 1902 as the Pākehā counterpart to Wi Parata among Te Ātiawa/Ngāti Awa. Although Morison and Elder provided Pākehā opposition to Field, WH Field withstood the Hira Parata challenge to his land and financial records. Field lived comfortably in the world of money and written records. Hira Parata tried to enter the same world, but with less obvious success. Hira lacked WH Field's legal and book-keeping skills. Field recorded everything in writing, and he kept copies of all his hundreds of outgoing letters. Field used his copious written record to control all his transactions with other Waikanae people, both Maori and Pākehā.

Hira's father was probably more typical of those Te Ātiawa/Ngāti Awa inhabiting a customary world which put community and tikanga ahead of money and written records. At the beginning of the twentieth century, Field, with his command of the written record, represented the future. Field's political, legal and money connections typified the spirit of the new century, while Wi Parata's dignified rangatira demeanour represented what was rapidly becoming a by-gone era.

[1090] Field to Moorhouse & Hadfield, 26 May 1902, FL, vol. 8, p 660

Chapter 7. The struggle for primacy, 1902-1912

7.1 Introduction

Within the decade after Field withstood Hira Parata's 1902 challenge to the accuracy of his recordkeeping, both his Te Ātiawa/Ngāti Awa sister-in-law and Wi Parata died. With Morison's support, Elder continued to challenge Field's local primacy, but Wi Parata's death in 1906 left Field without a Te Ātiawa/Ngāti Awa rival for local leadership. If Field could prevail over Elder and Morison, he looked secure in his struggle for local primacy during the years 1902-1912.

7.2 Ngarara leasing and sub-leasing, 1900-1904

The Field family continued to force the pace with Ngarara West land transactions in the decade after his 1900 election victory over Morison. By 1900 the Fields still owned an estimated 3,287 acres freehold. Elder and Morison's freehold estate at both C and A, totalled over 3,854 acres. In addition, Elder and Morison leased at least 775 acres in the same area. Although this apparently defied anti-aggregation legislation, both Field and Elder divided the land between different family members.[1091] Te Ātiawa/Ngāti Awa owned the balance of the privately-owned Waikanae area land which was approximately 11,750 acres.[1092] The Field family also leased land, but this was often very difficult to document. WH Field eventually left the lease-friendly Liberal party in 1908 over the freehold issue, but he parted ways with his Liberal colleagues over land tenure long before then.[1093]

Field often failed to register his characteristically informal leases. Consequently, they barely appear in the Walghan Partners' leases list.[1094] Nonetheless, his copious Te Ātiawa/Ngāti Awa correspondence illustrated the intensity of some of these lease negotiations. His 1902-1903 letters to the Enoka whānau illustrate his demanding conduct. The Enokas owned approximately 520 acres at Otaihanga, south of the river (see Figure 37: Enoka land at Otaihanga, Ngarara West A6, A7 and C5, below). They also owned land at Wairarapa and at

[1091] BRN, pp 97-99, 113-114; Elder to Cmr of Taxes, 23 Nov 1901, EL, vol. 1, p 168. Morison was, of course, Elder's brother-in-law.
[1092] Ngarara West A & C ownership schedules, 2 Jun 1891, Otaki MB, vol. 12, pp 217-226
[1093] Field to Seddon, 3 Oct 1903, FL, vol. 10, pp 422-424. See his pro-freehold remarks in the House of Representatives. 2 Sep 1902, *New Zealand Parliamentary Debates*, [*NZPD*], vol. 122, pp 22-23; 6 Sep 1904, vol. 130, p 140; 14 Sep 1905, vol. 134, p 667
[1094] BRN, pp 97-101. The Field leases that do appear in Walghans' lists he negotiated with his sister-in-law, Hannah, in 1892, but he then purchased them from her the following year. They amounted to 1,606 acres. CT WN64/69-71, WN64/75; WN103/7

Waiwhetu. Ematini's daughter, Ani, lived with her husband Hector Love, at Waiwhetu.[1095] Field leased only about 20 acres of the Enoka Otaihanga land, but he made regular cash advances to the whānau. He then followed these advances with regular repayment demands.[1096] Typically, his February 1903 letter concluded 'Could you not let me have some of your Wairarapa rent [?]'.[1097] By 1904 Enoka whānau debts recorded by WH Field remained at a manageable £118, but five years later they would have to alienate most of their Ngarara West land to meet other more pressing debt obligations. The fate of the Enoka land I discuss further in Chapter 7 below.[1098]

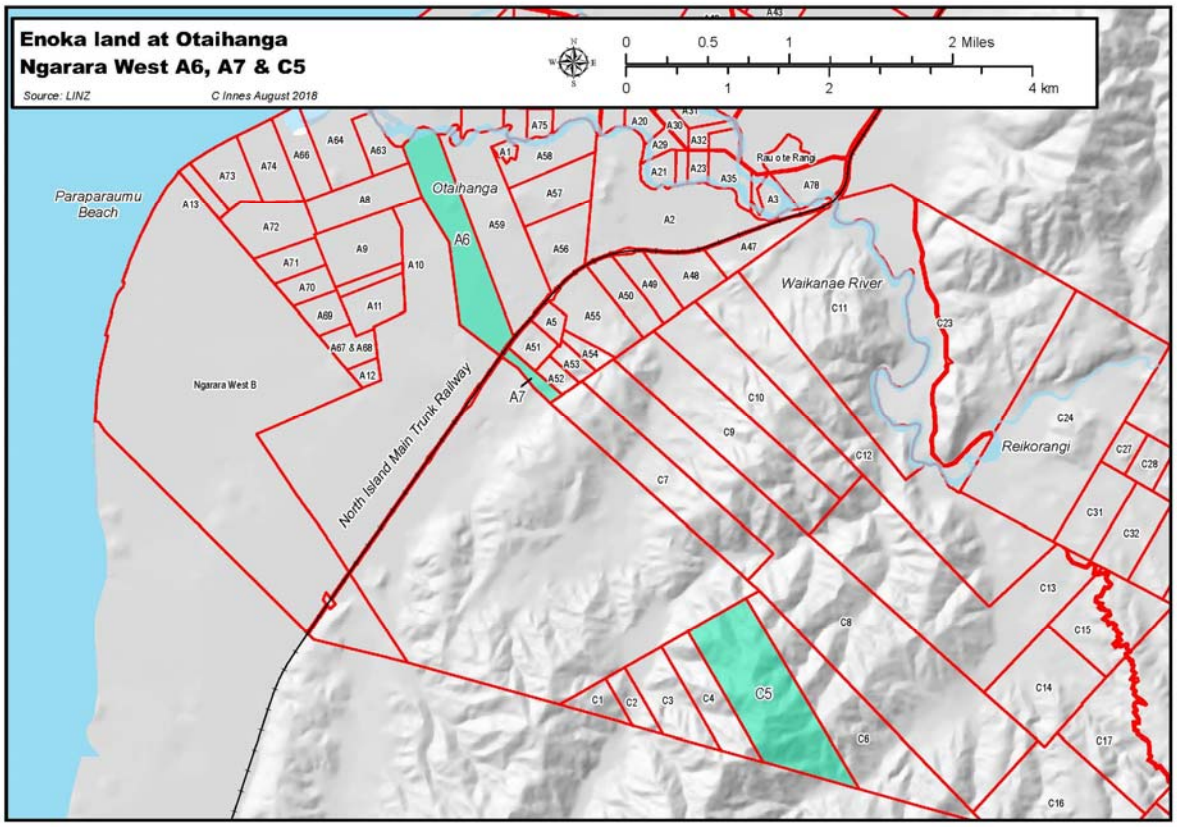

Figure 37: Enoka land at Otaihanga, Ngarara West A6, A7 and C5

[1095] Ani Enoka account, 11 Jan 1911, FL, vol. 10, p 638
[1096] Field to Ematini Enoka, 3 Jul, 30 Sep, 17, 21, 22, Dec 1902, 18 Feb 1903, FL, vol. 9, pp 3, 190, 192, 481, 494, 637
[1097] Field to Ematini Enoka, 18 Feb 1903, FL, vol. 9, p 637
[1098] Field to Hemi Enoka, 21 Jun 1907, FL, vol. 13, p 225

7.3 Capital backing for Field and Elder

Field's NZL and Public Trustee financial backing helped fund his regular cash advances to Te Ātiawa/Ngāti Awa landowners. The London-based NZL drew upon both its British investors, and on its special relationship with the Bank of New Zealand. Sir Thomas Russell, one of New Zealand's wealthiest men, became a dominant force in NZL after its reorganisation in the wake of the 1893 financial crisis.[1099] Field's 1895-1906 law firm of Stafford, Treadwell and Field represented both NZL and the Public Trustee during those years. The Public Trustee as a public agency with a responsible Minister treated Field as an important private client at the same time. The Public Trustee after its establishment in 1872 administered the interests of thousands of beneficiaries. Between 1882 and 1920 it also administered Native Reserves on behalf of Māori beneficiaries.[1100]

By 1902 NZL supervised all Field's Ngarara livestock transactions. At Ngarara Farm WH and Isobel Field grazed 1311 sheep and 89 cattle on approximately 2,400 acres of leased and freehold land.[1101] Furthermore, NZL provided Field's Te Ātiawa/Ngāti Awa clients with a full range of farm supplies on credit. For example, in September 1903, Isobel ordered feed and fencing material for the Eruini (Edwin) whānau.[1102] Field depended on NZL financial support to invest heavily in Raetihi-Ohakune timber properties, just south of Ruapehu, in the first decade of the twentieth century.[1103] Field also secured Hira Parata NZL, and later Public Trustee, loans.[1104]

Interest differentials featured in rural lending practices at the turn of the century. While NZL charged its preferred customers, such as Field, between six and eight percent interest, Field up until 1910 charged his Te Ātiawa/Ngāti Awa clients ten percent interest. Field in March 1903 explained his standard interest rate to Ngarongoa Eruini (Mrs Hoani Tamati). She inherited her late husband's debts, including his tangi expenses. Field wrote to her:

> … I always charge [ten percent interest] against natives who borrow from me. It is called interest, but it is really more in the nature of payment for the great trouble I almost always have over [repayment of] these advances.[1105]

[1099] Vaille, *Rural Entrpreneurs*, p 166; Russell Stone, *Makers of Fortune*, p 24
[1100] Graham and Susan Butterworth, *The Maori Trustee*, Wellington, The Māori Trustee, 1991, pp 10-27; Waitangi Tribunal, *Te Tau Ihu report*, Wai 785, 2008, pp 870, 886-889
[1101] Isobel Field to NZL, 3 Jul 1902, FL, vol. 9, p 3
[1102] Isobel Field to NZL, 22 Sep 1902, FL, vol. 9, p 196
[1103] Field to George Bethune, 4 Jul, 8 Nov 1902, FL, vol. 9, pp 5, 376
[1104] Field to Watson, 19 May 1911, FL, vol. 16, p 330
[1105] Eruini/Tamati account, 12 Mar 1903, FL, vol. 9, pp 709-710

In effect, Field made money from the lower interest rates he paid his NZL and Public Trustee creditors, and the higher interest rates he charged his Te Ātiawa/Ngāti Awa debtors.

7.4 The debt trap

Tangi expenses often contributed to the indebtedness of Field's Te Ātiawa/Ngāti Awa clients. Watene Te Nehu, who transacted Field's first 100-acre A55 purchase in 1893, died in October 1902. Watene was by far the largest hapū-affiliated Ngarara West landowner.[1106] On his deathbed, he sent out a frantic summons to Field. He perhaps feared for the welfare of his indebted whānau. Field wrote to his Ngarara farm manager that he was unavoidably unable to see Watene just before he died. He remarked cryptically that Watene was a 'poor beggar ... through the villainy of others [who] extorted from me'.[1107] This possibly reflected Field's view that some of his Te Ātiawa/Ngāti Awa clients repaid his constant clamouring for repayment with regular requests for further advances. He evidently considered some of his clients as almost incurably improvident.

During the decade after 1900, Field reduced the volume of his written repayment demands, but he continued to use debt as a mechanism to acquire Te Ātiawa/Ngāti Awa land. His on-site manager, George Watson, became his debt collector. In writing to Watson about Ngaruatapuke Eruini's £41 debt, Field suggested:

> Do what you think is wisest as to putting a little pressure on her. If the pressure results in her dealing with me for land[,] well and good, but if it had the result of her going to someone else [Elder?], it could be doing more harm than good to press her [for repayment] …[1108]

Field always had to fear Te Ātiawa/Ngāti Awa running to Elder if he treated them badly.

7.5 Elder's capital and lifestyle

Elder's financial resources, in addition to his 1901 Australian bequest, could not match Field's. He later obtained a substantial personal loan from Canterbury horse-racing magnate, Sir George Clifford.[1109] Elder certainly regarded himself as a dignified country gentlemen, just as

[1106] Ngarara owners' schedules, 2 Jun 1891, Otaki MB, vol. 12, pp 217-226. He evidently owned over 1,268 acres in C, and 385 acres in A. BRN, pp 74, 83
[1107] Field to Watson, 6 Oct 1902, FL, vol. 9, p 221
[1108] Ngaruatapuke (Mrs Jerry Edwin) account, 1 Oct 1902; Field to Watson, 1 Oct 1902, FL, vol. 9, pp 208-209
[1109] Elder to Clifford, 14 Aug 1909, 12 Feb, 15 Aug 1910, 14 Feb, 15 Aug 1911, 14 Feb 1912, EL, vol. 3 pp 12, 16, 111, 158, 198, 243

he regarded Field as a 'grasping' capitalist. Elder resided in the elegant Waimahoe homestead above Waikanae Village until the homestead burnt to the ground in 1903. He then stayed at Hira Parata's Mahara House, and at Paetawa, before moving back in 1904 to the rebuilt Waimahoe homestead. This sumptuous new building cost him the princely sum of £2,125.[1110] By contrast, during the early twentieth century, WH and Isobel Field never lived at Waikanae. They lived at 151 The Terrace in Wellington, and they commuted to Waikanae by train at weekends. Their busy urban lifestyle stood in stark contrast to how Elder enjoyed weekend fly-fishing in the river above the railway bridge.

7.6 Field's Kapiti complaints

Field's capitalist imperatives drove him to persist in his opposition to the Liberal government's 1897 acquisition of Kapiti Island as a nature reserve (discussed in the previous chapter). He denounced the 1897 'seizure [of] ... the *European* interests' (emphasis in original) there in an August 1902 letter to Minister of Lands, Thomas Duncan. In so doing, he ignored the fact that iwi were the big losers in 1897. He regarded his 12 acres at Rangātira Point as the best land on the island. Not only had the government failed to compensate him and the Maclean brothers, he complained, but they made 'no earthly use of the Island' subsequently. He advocated 'legislation ... to allow myself and others ... who may wish it, to retain their small holdings'.[1111] When Duncan failed to reply, Field reminded him that Rangātira Point remained 'the most delightful spot on ... Kapiti'. Not only had he lost a prime waterfront property in 1897, he wrote, but the Liberals lost political support along the Kapiti Coast. Field alleged that Liberal lack of respect for private property rights jeopardised his chances of re-election in the Ōtaki seat.[1112]

Field also fought his Kapiti battles on the floor of the House of Representatives. He asked Duncan in July 1902 whether the government would renew Kapiti grazing leases as a means of defraying the costs of administering the island. Duncan did not dismiss the possibility of such renewals, but he reasserted the primacy of the government's conservation mission.[1113] Then, in November 1904, Field wrote to Duncan complaining about a dismissive Patrick Sheridan, Lands Department memo regarding his Rangātira Point compensation claim. Field

[1110] Macleans, *Waikanae*, pp 76-78
[1111] Field to Duncan, 6 Aug 1902, FL, vol. 9, pp 74-75
[1112] Field to Duncan, 28 Mar 1903, FL, vol. 9, pp 753-754
[1113] Question time, 15 Jul 1902, *NZPD*, vol. 120, p 310

again condemned the government for failing to do anything constructive on Kapiti. Had it not dispossessed private landowners, he wrote, 'we would years ago have established there the finest watering place in this part of the Colony'.[1114]

When Field repeated his grazing leases question in September 1905, Duncan announced that the government refused to renew them. On the other hand, he admitted that it had failed to buy out iwi owners. Instead, the government invoked the Scenery Preservation Act of 1903, by which it could require iwi to respect its conservation requirements.[1115]

During the supply (or budget) debate of August 1908, Field defended iwi interests on Kapiti Island. He stated that the 'main owner [Hemi Matenga] was an old and very highly respected Native who had a sentimental desire to hold his land while he lived'. Duncan's successor as minister of Lands, Robert McNab, replied that the Crown still hoped to buy out iwi interests. Field argued that this made sense only if the government restored the original native bush throughout the island.[1116] When Prime Minister Sir Joseph Ward succeeded McNab after 1908, Field twice attempted to get him to authorise a Parliamentary visit to the island.[1117] Eventually, David Buddo, the acting Minister, toured the island.[1118]

Soon after escorting Buddo to Kapiti, Field proposed that the Crown concentrate the Kapiti conservation area in a 2,000-3,000-acre central Rangātira reserve, where it could fully restore the original indigenous biota.[1119] Finally, Field called for a full government report on the extent and costs of the Crown's Kapiti acquisitions.[1120] Field's motion passed parliament, but the Lands Department failed to comply. It filed a derisory few lines in its 1911 annual report, with none of the information requested.[1121] That year Field encouraged Te Ātiawa/Ngāti Awa owners of central Maraetakaroro-Kapiti land to resist Crown purchase offers. At the time, the Crown sought to remove all Māori ownership to the northern Waiorua tip of the island.

[1114] Field to Duncan, 7 Nov 1904, FL, vol. 11, p 401
[1115] Question time, 13 Sep 1905, *NZPD*, vol. 134, pp 616-617. On the Scenery Preservation Act 1903, see Vaughan Wood, et al., 'Porirua ki Manawatu 'Environmental and Natural Resource Issue Report', Wai 2200, A196, pp 340, 635
[1116] Supply debate, 26 Aug 1908, *NZPD*, vol. 144, pp 420-422
[1117] Question time, 10 Nov 1909, 7 Sep 1910, *NZPD*, vol.s. 148, 151, pp 36, 329
[1118] Field to Matenga, 3 May 1911, Field to Buddo, 9 May 1911, FL, vol. 16, pp 263-264
[1119] Field to Buddo, 15 May 1911, FL, vol. 16, p 312
[1120] Field motion, 13 Oct 1911, *NZPD*, vol. 156, p 557
[1121] Lands Department report, *AJHR*, 1911, C-1, p xv

Eventually, the Crown succeeded with this removal strategy. Today almost all Kapiti Māori land is concentrated in the northern quarter of the Island [1122]

7.7 Hannah Field

Field may have improved his relations with his Te Ātiawa/Ngāti Awa clients after 1901 by sending them fewer debt repayment demanding letters, but his relations with his sister-in-law, Hannah, deteriorated. Field undoubtedly resented her unsubstantiated allegations of his 'dishonest' accounting in March-May 1902.[1123] Later that year Hannah replaced WH Field with his younger brother, Charley, as her accountant, while she retained John Thompson as her Wellington-based solicitor.[1124] Thompson appeared with Hugh Gully (of the firm of Bell Gully) for Ngāti Kauwhata in their sensational 1887 Supreme Court action against their former champion, Alexander McDonald.[1125] Field in January 1903 handed Hannah an eight-year set of summary accounts charting her mounting debts to him.[1126]

Field's most contentious move on Hannah was his assessment of her late husband, Harry's, electoral debts. By December 1902, these debts to WH Field, who charged seven percent interest (less than the ten percent he charged his Māori clients), totalled an intimidating £809.[1127] On Thompson's advice, Hannah consented to discharge her own debts, but she rejected responsibility for electoral expenses charged to her late husband for the 1896 and 1899 campaigns. While Field consented to share 1899 expenses, because they contributed to his successful contest with Morison a month later, he insisted that Hannah should repay the 1896 debt of £421.[1128]

To make matters worse for Hannah, Field alleged that she owed her substantial Ngarara landholdings to him. Field asserted that he managed her day-to-day business affairs. '... but for me and my financing', he wrote, 'Mrs [Hannah] Field would never have been able to acquire the land which she owns today'.[1129] Hannah, and her late husband Harry, evidently owned 1,336 acres at Ngarara West in 1903. This did not include her 400 acres of Muaupoko land at

[1122] Field to Under-Sec Lands, 1 Aug 1911, FL, vol. 16, p 589; Maclean, *Kapiti*, pp 211-212, 221, 262-263
[1123] Field to Hannah Field, 26 Mar, 17 May 1902, FL, vol. 8, pp 490-491, 623-626
[1124] Field to Thompson, 6 Aug 1902, FL, vol. 9, p 71
[1125] Pers comm, Paul Husbands, 18 May 2018. Dillon Bell and Sir Robert Stout appeared for McDonald.
[1126] Hannah Field accounts 1895-1902, FL, vol. 9, pp 592-594
[1127] HA Field accounts 1896-1902, FL, vol. 9, p 604
[1128] Field to Thompson, 27 Aug 1902, FL, vol. 9, pp 116-118
[1129] Field to Thompson, 27 Aug 1902, FL, vol. 9, pp 116-118

Otaihanga.[1130] Thompson later maintained that she had Europeanised almost all her land by registering it with Land Transfer Office titles.[1131] WH Field estimated that she was worth £5,000 more than she had been a decade earlier. He claimed that this was '… entirely due to my services … and in spite of her and her [late] husband's mismanagement and loss in farm operations both on the mainland and on Kapiti'.[1132]

Field told Thompson that he tried to deter his brother Charley from taking over from him as Hannah's accountant. In fact, WH Field may have colluded with Charley to acquire some of Hannah's assets. Less than two weeks after he charged Hannah with Harry's electoral debts, Field confided in Watson '*in strictest confidence* (emphasis in original)' that he persuaded Charley to purchase one of her Reikorangi (C) sections for him. Field added, 'If she knows I want to buy[,] she will prefer to sell it to the *devil* … (emphasis in original)'.[1133]

Thompson on 20 March 1903 confirmed that Hannah 'absolutely refuses to pay ...' the total £809 electoral bill charged to her late husband.[1134] In reply Field expressed 'amazement at [Hannah's] ingratitude …' In assessing her non-electoral debts to him, Field maintained that he negotiated her eight 1892 purchases of 1,735 acres. He did this, he wrote, more for Harry than for Hannah. But by putting the land in her name, he saved both Harry and Hannah the 'Native duty' payable on land to be converted from Native to general title.[1135]

Tragically, by late 1903, Hannah suffered from a painful form of cancer. In the last year of her life she feared that Field would acquire her land against her wishes. Yet Charley's mismanagement of her affairs meant that in her last months she had to plead for WH Field's assistance. He was willing to put her affairs in order, knowing that he would not receive anything out of her will. He ended one of his last letters to Hannah with the words 'You ask me not to think you harsh [for getting him to put her affairs in order]. Harshness is not the word. Your heart is granite'.[1136]

[1130] BRN, p 65
[1131] Thompson evidence, 31 Oct 1904, Wellington MB, vol. 13, p 147
[1132] Field to Thompson, 27 Aug 1902, FL, vol. 9, pp 116-118
[1133] Field to Watson, 17 Feb 1903, FL, vol. 9, p 641
[1134] Thompson note 20 Mar 1903 on 1896-1899 electoral accounts, FL, vol. 10, pp 22-31
[1135] Field to Thompson, 4 Apr 1903, FL, vol. 10, pp 17-19. Charles F Field does not appear in Walghans' lists, but he does appear in his brother's 1910 list of mortgages. 'Memorandum of ... certain mortgages', Sep 1910, FL, vol. 15, pp 791-792
[1136] Field to Hannah Field, 15 Jun 1904, FL, vol. 11, p 20

The woman who nursed Hannah in her excruciating last weeks testified at one of the subsequent probate hearings:

> I remember one day when Mrs Hannah Field was crying bitterly … She told me what was making her so miserable … The only reason she gave me was that she felt lonely …[1137]

She evidently suffered the torment of fearing her brother-in-law's designs upon her assets, while she endured the symptoms of terminal cancer. She died on 11 September 1904, after suffering a severe stroke some ten days earlier.

Hannah's will featured in at least three NLC probate hearings during late 1904. At the final October-November Wellington hearing, Thompson argued that only 102 acres out of her original 400 acres at Muaupoko remained as contestable Native title in her 1,500 plus acre property portfolio. He maintained that the bulk of her property registered at the Land Transfer Office was therefore beyond the NLC's jurisdiction.[1138] Thompson made extraordinary efforts to get retired NLC Judge Gilbert Mair to witness the signing of her will. Mair also witnessed Charley Field's £810 purchase of some of Hannah's land in her dying days.[1139] Hannah's land transferred to Charley may have been registered in her name almost two years after her death (see Figure 38: Hannah Field's posthumous titles 1906, below). Hannah's half-sister, Ellen Jepson, and her whangai daughter, Hana Udy, appear to have inherited most of her 999-acre estate at Otaihanga. WH Field complained to her Taranaki whanaunga 'She and Hare [Field] owed me about a thousand pounds. I am fighting to get it, but I shall be a heavy loser …'[1140] Indeed, as WH Field put it in another letter, he 'did not get "the proverbial shilling" out of her will ...'[1141] This may reflect how jealously Hannah guarded her substantial assets to forestall her brother-in-law's designs upon them.

[1137] Nurse Docherty evidence, 23 Nov 1904, Wellington MB, vol. 13, p 185
[1138] Thompson evidence, 31 Oct 1904, Wellington MB, vol. 13, p 147
[1139] Gilbert Mair evidence, 1 Nov 1904, Wellington MB, vol. 13, pp 153, 155, 161, 164
[1140] Field to Hapurona & Peka Horina, 24 Jun 1905, FL, vol. 11, pp 819-820; Macleans, *Waikanae*, p 188
[1141] Field to PL Harnett, 19 Sep 1904, FL, vol. 11, pp 273-274

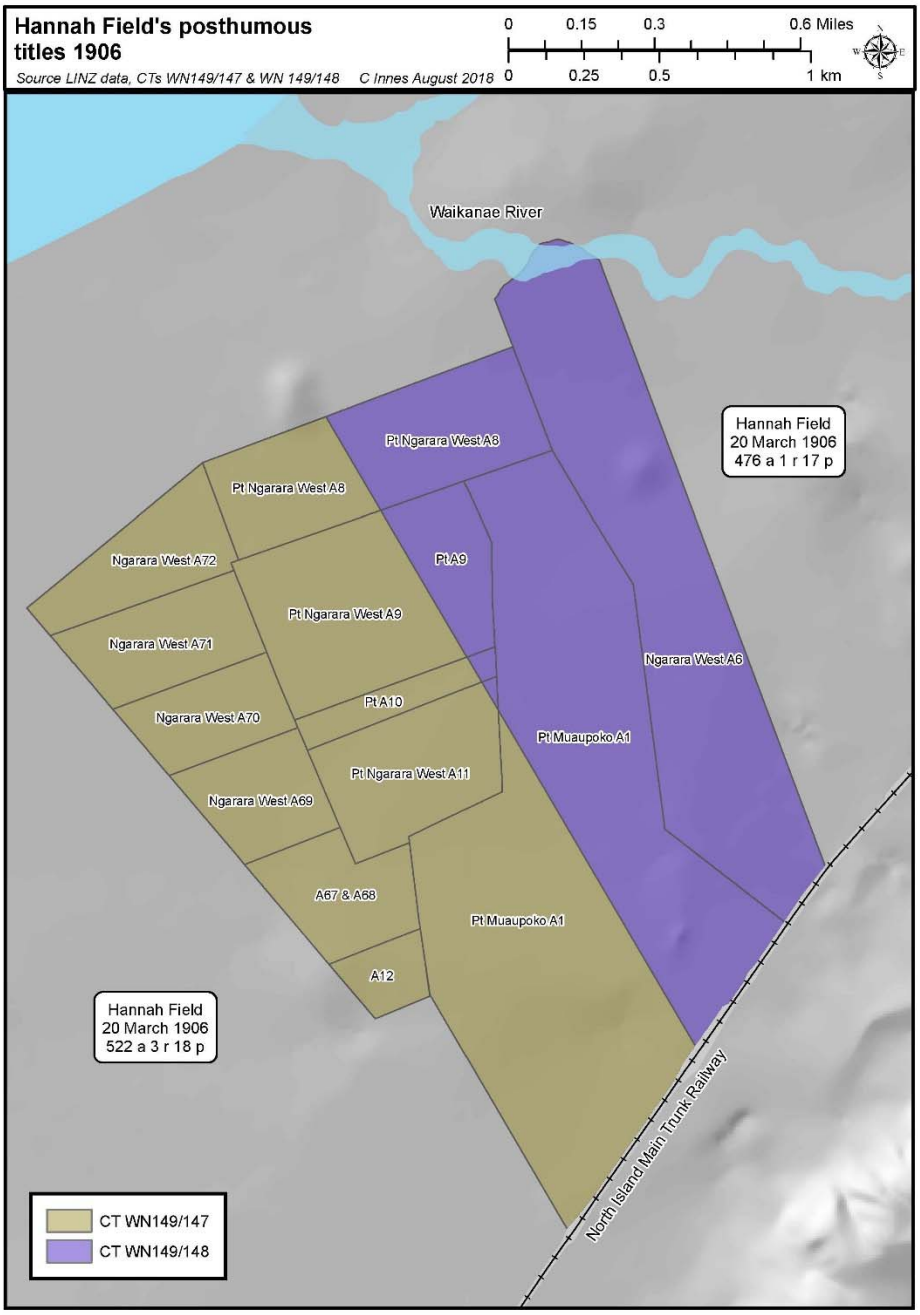

Figure 38: Hannah Field's posthumous titles 1906

7.8 The Ngarara Road dispute

Although Field defeated Elder's brother-in-law, Charles Morison, in the January 1900 Ōtaki by-election, as noted above he lost to Morison in the NLC Mapuna (Ngarara West A45) court case five months later. During 1900, however, another case gave Field an opportunity to turn the tables on his determined Waikanae opponents, Morison and Elder. Elder in March 1900 rejected Field's proposal to provide public road access to sections surrounding what became Elder's A45 land after the Mapuna court case. Elder wrote:

> I regret to say that I shall be bound to oppose by every legal means any attempt to force a road − and if a valid [NLC] order be obtained[,] I shall contest your right to cut up the property.[1142]

When Field supporters on the local Te Horo Road Board forced through a Ngarara Road motion in January 1902, Elder complained to Morison. 'I shall be the largest ratepayer on the road which is of no advantage to me ...'[1143] In a 1904 letter mistakenly addressed to the Chief Surveyor, Wellington, Elder challenged the public utility of the proposed Ngarara Road.[1144] Why, he asked, should the public provide a road that was clearly designed to give dual access to Field's property 'free of charge[,] but at the expense of his neighbours?'[1145]

Field later recalled that when the Surveyor General Marchant came to Waikanae in 1892 with District Surveyor JD Climie, they both spoke of the need to ensure public road access to all sections shown on the Ngarara West cadastral plan, later designated SO 13444.[1146] Nonetheless, in 1905, Morison won costs in the Supreme Court in his attempt to stop the public proclamation of Ngarara Road. According to Field, the Crown Law Office inadvertently failed to appear for the defendant in *Elder v Climie and Te Horo Road Board*.[1147]

The Crown's absence in court infuriated Field because he had lobbied Premier Seddon about making Ngarara Road public for two years. He informed Seddon in July 1903 that when the NLC sub-divided Ngarara West in 1891, it 'provided roads to give access to each section'. He accused Elder 'who has acquired a number of sections' of using Morison's 'threatening letters' to prevent Ngarara Road becoming a public thoroughfare. Field called upon Seddon to defend public road access as a fundamental right.[1148] Minister of Lands Duncan assured Field of the government's commitment to public roading. On the other hand, he expressed concern about the 'possible objection from Wi Parata to the course being pursued'. Field replied that 'Wi Parata will be only too glad to have the roads dedicated. Indeed, he is probably the person most benefitted'.[1149]

[1142] Elder to Field. 9 Mar 1900, EL, vol. 1, pp 80-81
[1143] Elder to Morison, 6 Jan 1902, EL, vol. 1, p 209
[1144] It should have been addressed to the Surveyor General, who in 1904 happened to be JWA Marchant. See CA Lawn, *The Pioneer Surveyors of New Zealand*, New Zealand Institute of Surveyors, Wellington, 1977, p 254
[1145] Elder to Chief Surveyor, Wellington, 17 Nov 1904, EL, vol. 1, p 468
[1146] Field to Chairman, Horowhenua County Council (hereafter HCC), 8 Apr 1910, FL, vol. 15, pp 295-296
[1147] Field to Minister of Lands, 26 Jul 1905, FL, vol. 11, p 876
[1148] Field to Seddon, 19 Jul 1903, FL, vol. 10, pp 267-268
[1149] Field to Duncan, 10 Aug 1903, FL, vol. 10, p 314

Elder believed that Field misrepresented Wi Parata's true position. He informed Morison that Parata told him that 'he didn't want a public road to Kukutauaki [Ngarara Road] only a private right of way'.[1150] He also wrote to Morison, 'I do not believe that Field is sincere in this road matter, or that he much wants the road[,] except as an annoyance to me'.[1151] When Elder got Parata's permission to traverse his Ngarara sections in September 1905, he promised that this 'shall never form a ground of claim for any right of road or way through your land'.[1152]

Field in late 1903 telegraphed Seddon on three separate occasions over the Supreme Court Ngarara Road case. The first telegram began 'Attorney General [and] Minister Lands promised [to] deal with Waikanae Road matter in Cabinet today. Cannot too strongly impress urgency [of] inserting clause in Public Works bill …'[1153] Then, five days later he telegraphed 'Regret to learn govt. wavering in determination [to] insert clause … respecting Ngarara roads …'[1154] Finally, three weeks later he expressed annoyance to Seddon that Morison had apparently convinced the Supreme Court to issue a temporary injunction preventing the imminent Gazetting of Ngarara Road.[1155]

Chief Justice Robert Stout heard closing arguments in the Ngarara Road case in May 1906. The Solicitor General, FHD (Harry) Bell appeared for District Surveyor JD Climie, Edward Stafford appeared for the Horowhenua County Council (successor to the Te Horo Road Board), and Morison appeared for Elder. As Field expected, Stout found in favour of the defendants. He reversed his earlier decisions in Morison's favour confirming Ngarara Road as a public thoroughfare. He thus allowed Field to turn the tables on Morison and Elder.[1156] Field's victory in this case reflected both his legal skill, and the political popularity of promoting rural roads as public thoroughfares. This victory apparently also helped him to win Wi Parata's support in Field's contest with Morison and Elder.

[1150] Elder to Morison, 5 Apr 1905, EL, vol. 2, p 13
[1151] Elder to Morison, 20 Apr 1905, EL, vol. 2, pp 22-23
[1152] Elder to Wi Parata, ? Sep 1905, EL, vol. 2, p 76
[1153] Field to Seddon, 18 Nov 1903, Tel, FL, vol. 10, p 524
[1154] Field to Seddon, 23 Nov 1903, Tel, FL, vol. 10, p 528
[1155] Field to Seddon, 11 Dec 1903, Tel, FL, vol. 10, p 569
[1156] Stout CJ in *Elder v Climie & ano*, 7, 14 Aug 1906, *New Zealand Law Reports* (hereafter *NZLR*), vol. 24, pp 1204-1207

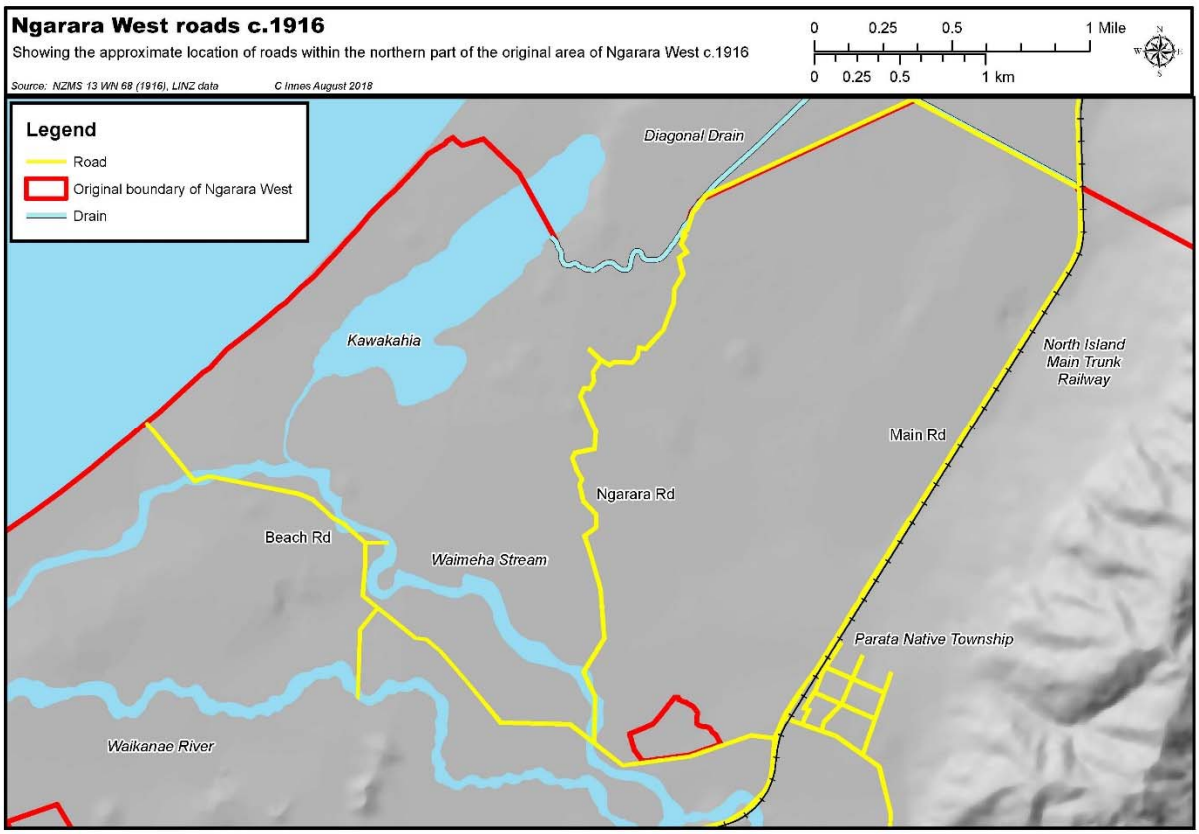

Figure 39: Ngarara West roads c1916

7.9 Field, Seddon and Wi Parata

Field's heated political exchange with Premier Seddon over Kapiti compensation in October 1900 undoubtedly harmed his Liberal party ranking in parliament.[1157] Almost exactly three years later Field compounded his political difficulties with his devout advocacy of freehold tenure in opposition to the leasehold-friendly Liberal Land Bill then before parliament. Field announced to Seddon:

> I am[,] as you know[,] opposed to the lease in perpetuity, [and] a strong advocate of the freehold ... I have expressed myself on the [election] platform ... [using] your words, uttered three years ago, 'If the people want the freehold, they must have it'.[1158]

To support leasehold in his Ōtaki electorate, he wrote, 'would be simply political suicide'. He refused to commit this 'act of self-immolation'. Furthermore, Field criticised the Liberals both for failing to support the removal on NLC restrictions to the alienation of Native land, and for failing to support the Porirua and Ōtaki Native education endowments.[1159]

[1157] Field to Seddon, 1 Oct 1900, FL, vol. 6, p 497
[1158] Field to Seddon, 2 Oct 1903, FL, vol. 10, pp 422-424
[1159] Field to Seddon, 2 Oct 1903, FL, vol. 10, pp 422-424

True to his commitment to freehold tenure, Field moved into purchasing already alienated Te Ātiawa/Ngāti Awa land during 1903. He sought to purchase A37 (315 acres) from Dr William Chapple in late 1903. Chapple became a Liberal MHR for a South Island seat in 1908, and then a British Liberal member in a Scottish seat during 1910-1918. Field offered him £1,000 for his strategically-located land near Mapuna's section. He informed Chapple:

> I would much prefer to buy the freehold, as leasehold does not afford the same encouragement to improve; and my object is to clear and clean the ground at once, so as to develop to the full its stock carrying capacity.[1160]

Chapple purchased A37 from its sole owner, Paretawhara, in January 1900.[1161] Field reported clinching the deal with Chapple in a November 1903 letter to Watson.[1162]

Finally, Field consulted Wi Parata about the purchase, even though he was away at Parihaka. The time Wi spent at Parihaka after 1900, however, made him increasingly opposed to private purchasing. Wi Parata could support Field's advocacy of public roads, but not his promotion of both private purchasing and freehold tenure.[1163]

Field financed the A37 purchase by increasing his Public Trustee mortgage from £8,500 to £10,800.[1164] On the other hand, while he could convince Chapple to sell his section, Field had much more difficulty convincing Te Ātiawa/Ngāti Awa to sell. During the years after 1903 Field continued, somewhat reluctantly, with the management of his poorly documented pre-existing leases.

7.10 Te Ātiawa/Ngāti Awa alienation

Wi Parata remained a major obstacle to Field's desire to move out of leasing into purchasing. Shortly before his death in September 1906, Parata made Elder fully aware of his preference for leasing over purchasing. After his conversation with Parata, Elder informed Morison 'there is no chance of getting the sale [of C23] … the natives are bent on leasing only …'[1165] Elder disliked leases, and so did Field, but Parata disliked purchases. Almost immediately after Wi

[1160] Field to JW Chapple, 10 Sep 1903, FL, vol. 10, pp 373-374
[1161] NLC Judge Mackay confirmed the alienation in August 1900, but Field registered this as a transfer as a CT over three years later in October 1903. CT WN127/54; BRN, p 103
[1162] Field to Watson, 6 Nov 1903, FL, vol. 10, p 555
[1163] Field to Watson, 9 Dec 1903, FL, vol. 10, p 566
[1164] Field to Public Trustee, 17 Dec 1903, FL, vol. 10, p 594
[1165] Elder to Morison, 25 Oct 1906, EL, vol. 2, p 204

Parata's death, however, Field completed 15 new purchases totalling 595 acres in the space of just 28 months.[1166]

Field's burst of 1907-1909 purchases may reflect his frustration with the complexity and elusiveness of leasing. Inia Tuhata's long-term lease of C8 (240 acres) near Elder's Waimahoe homestead, just south of the railway bridge, shows why Field preferred freehold over leasehold. Negotiated with the man who led the 1887 Ngarara petition that produced the final 1891 Ngarara title determination, this lease forged a partnership between Field and some of the smallholders Tuhata represented. The £214 rent Field paid for C8 between 1898 and 1906 was an important source of Tuhata's income.[1167] But Field would have preferred to own rather than lease the land, because leasing was so labour intensive for him. Even though Tuhata appears to have resided in the Chatham Islands after 1903, Field had to continue correspondence with him over renting C8. This professional relationship led Field to included Tuhata in an important Ōtaki College meeting with the Bishop of Wellington in March 1905.[1168]

In addition to leasing Te Ātiawa/Ngāti Awa land, Field also sub-leased to both Te Ātiawa/Ngāti Awa and Pākehā tenants. Field facilitated Morehu's (Takarangi Te Puke) sub-lease of Wi Ritatona's A42 (66 acres) from Field for £15 per annum.[1169] Field often advanced funds to his lessors and sub-lessees, particularly in times of tangi. At the time of Hira Maeke's 1901 tangi he wrote to Watson that 'the natives will be in want of a little help'. He suggested that Watson approach Morehu to see if he needed money, because 'I would like to get a renewal of the lease of his section'.[1170]

The Enoka whānau became indebted to Field between 1898 and 1903 partly because of the deaths of Ani's parents, Hohepa and Ematini.[1171] Ngarongoa Eruini (the widow of Hoani Tamati) struggled with limited rental income, tangi debts, and with supporting her large family. She rented her Waiwakaiho (Taranaki) land for only £3 per annum, but she ran up grocery

[1166] BRN, p 115
[1167] Inia Tuhata account, 22 Apr 1903, FL, vol. 10, pp 89-91; Inia Tuhata account, 14 Mar 1905, FL, vol. 11, pp 615-616
[1168] Field to Bishop of Wellington, 21 Mar 1905, FL, vol. 11, pp 640-642
[1169] Morehu account, 28Jun 1903, FL, vol. 10, p 203
[1170] Field to Watson, 7 Jun 1901, FL, vol. 10, p 1001. Morehu owned 72 acres in A and 158 acres in C. Owners' schedules, 2 Jun 1891, Otaki MB, vol. 12, pp 221-226
[1171] Ani Enoka account, 26 Jun 1903, FL, vol. 10, pp 193-194

debts at Alex Leslie's Waikanae general store, with Field acting as her accountant.[1172] Like Ngarongoa, Matai Kahawai, with an equally limited rental income, ran up general store grocery debts on Field's account. By December 1904 he owed Field £124, on which he paid ten percent interest.[1173]

Ngaruatapuke (Mrs Jerry Edwin) fell into a similar debt trap. With little Waikanae land, by December 1904 she owed Field £63.[1174] Tongaiti, and elderly male lessor, also got into debt to Field and to Alex Leslie. Field wrote to Leslie:

> Old Tonga[iti] has been in today worrying me to pay your account ... [of] about £10. I believe he owes me nearly £20, and I have as security an order [IOU] on his rent which is about £20 a year.[1175]

Field therefore cooperated with the local store owner to extract debts from Te Ātiawa/Ngāti Awa lessors, and he continued to do so when the Waikanae Co-operative Store replaced Alex Leslie's business in about 1905.[1176]

Field registered few of his Ngarara West leases with the understaffed NLC. He negotiated perhaps his most significant lease with Wi Parata shortly after their mutual defeat by Morison in the 1900 Mapuna case. This was Field's long-term lease of Parata's Kukutauaki Pt 1B (237 acres) for £59 per annum, for which he even arranged a special £1,400 mortgage to finance.[1177] Field eventually purchased over 63 percent (383 acres) of Kukutauaki 1B from Wi's son Winara Parata in 1909 three years after Wi's death.[1178]

Field's debt demands drove some of his clients into the hands of his rivals, Morison and Elder. Ngarongoa Eruini sold land belonging to her late husband, Hoani Tamati, to Morison in an effort to reduce her debts to Field from £126 to £81.[1179] She also leased part of A47 (just south

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[1172] Field to Ngarongoa Eruini, 30 Jun 1903; Hoani Tamati & Ngarongoa accounts, 6 Jul 1903, FL, vol. 10, pp 209, 224-225; Field to Ngarongoa, 28 Mar 1904, Field to Alex Leslie, 28 Mar 1904, FL vol. 10, p 840
[1173] Matai Kahawai account, 15 Dec 1904, FL, vol. 11, p497a
[1174] Ngaruatapuke apparently succeeded one-quarter of Te Kahu Tatara's land which amounted to 260 acres in A, and 900 acres in C. Ngarara West A & C ownership schedules, 2 Jun 1891, Otaki MB vol. 12, pp 217-226. Ngaruatapuke account, 23 Dec 1904, FL, vol. 11, p 510
[1175] Field to Leslie, 10 Nov 1903, FL, vol. 10, p 512
[1176] Macleans, *Waikanae*, pp 56-57. The store building still stands on Elizabeth Street, Waikanae, just east of the railway crossing.
[1177] Field to Wi Parata, 19 Aug 1904; Wi Parata account, 19 Aug 1904; Field to Cmr of Taxes, 15 Nov 1904, FL, vol. 11, pp 201-202, 423. Field mortgaged Parata's Kukutauaki land with the National Mutual Life Association. Memo of … various mortgages', Sep 1910, FL, vol. 15, pp 791-792
[1178] BRN, p 62
[1179] Hoani Tamati account, 12 Sep 1904, FL, vol. 11, p 258

of the township) and part of Waimahoe Station to Elder, while she allowed Field to collect the rents from Morison.[1180] Yet when Ngarongoa sought assistance from Henry S Hadfield, her Otaihanga neighbour, Field wrote sarcastically, 'Perhaps you can get him to pay off your debts and provide food and clothing for you and your children as I have done'.[1181] In managing his leases, Field always had to be wary of his potential competitors.

Field in September 1904 delegated rent collection from his Pākehā sub-lessees to NZL. This included Beach Road Dairy units and Otaihanga farms operated by RW Kelson, and by WH Karsten.[1182] Field even collected rent from the Nicoll Grant lessees at Rau-o-te-Rangi along Beach Road. This small section produced £22 per annum in rent for a Taranaki-based lessor, Mere Makirangi.[1183]

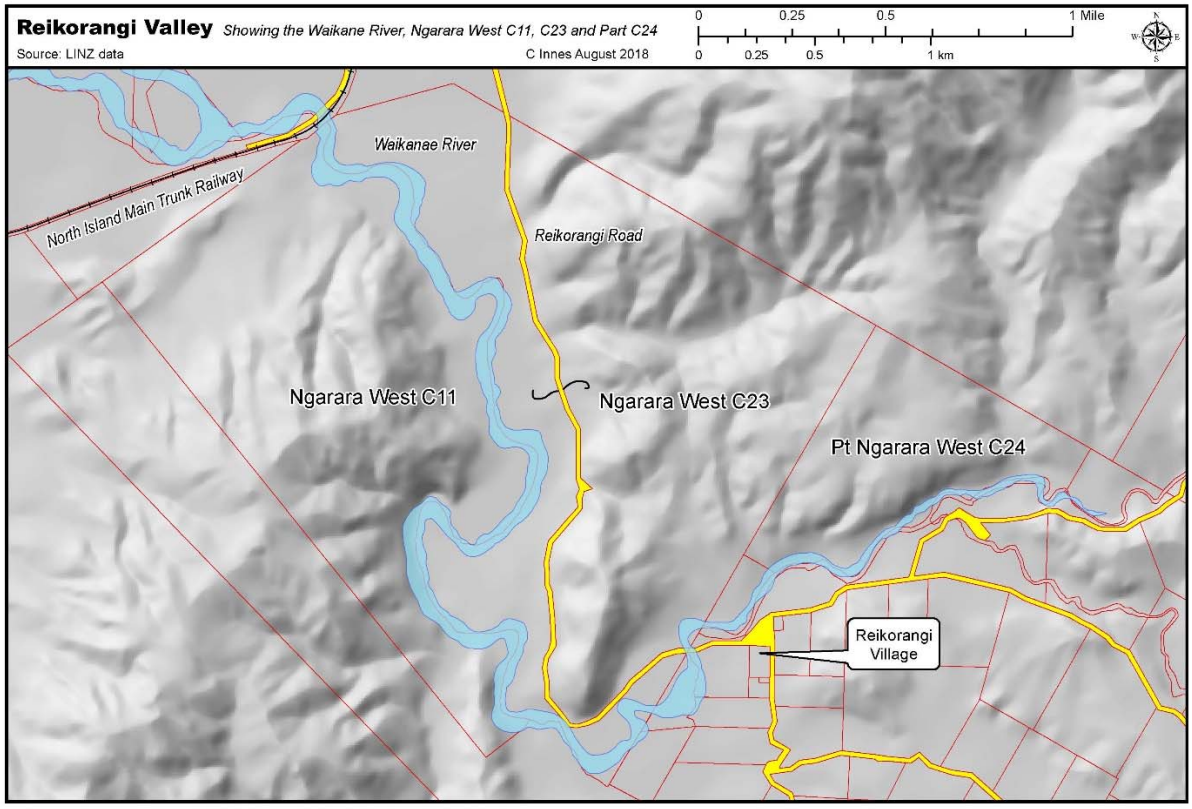

Figure 40: Reikorangi Valley

[1180] Field to Elder, 9 Sep 1904; Field to Morison & Loughnan, 24 Oct 1904, FL, vol. 11, pp 238-239, 374-375
[1181] HS Hadfield evidently owned 137 acres and leased 568 acres of the 983 acre Muaupoko area. He thus controlled almost 72 percent of the total area. BRN, pp 65-67; Field to Ngarongoa, 26 Sep 1904, FL, vol. 11, p 300
[1182] Field to Kelson & Tripe, 11 Sep 1904, 23 Mar 1905, FL, vol. 11, pp 255, 658-659
[1183] Field to Mere Makirangi; Makirangi account, 17 Jan 1905, FL, vol. 11, pp 529-530

7.11 Elder's leasehold management

Despite his aversion to leases, like Field, Elder leased land in the Reikorangi hills, and at Paetawa (6km north of the township).[1184] The riverside stretch of Tutere's 800-acre section (C23), inherited from him by the Parata whānau after his 1896 death, formed an integral part of Waimahoe Station. Elder leased the riverside C23 lot 5 until he purchased it a few months before his sale of Waimahoe Station in 1919.[1185] Since this land included the best fishing spots on the Waikanae River, Elder based his claim to 'my river' on his pre-1918 lease there.[1186] Moreover, Elder purchased in 1893 the 600-acre C24 adjoining on the east from Wi Parata's uncle Tamihana Te Karu. Elder leased much of C24 to the residents of Reikorangi Village.[1187]

Elder not only chafed at the customary obligations entailed in leasing from Te Ātiawa/Ngāti Awa, he also struggled with the legal obligations of leasing. Morison warned him in 1908 that the new Native Lands Bill (following the Stout-Ngata commission inquiry) imposed stricter controls on previously informal arrangements. Elder replied:

> As to projected legislation − how permanent is any of the rotten legislation turned out by our one horse parliament? Personally I consider that when the [C23] lease has run out – I shall not have much time to worry over it.[1188]

Elder chose to lease from Wi Parata at Paetawa, partly because AA Brown established a flax mill there after 1905. Elder sub-leased part of his Paetawa lease to Brown.[1189] Elder also loaned Brown £200, possibly to win his support in his on-going rivalry with Field.[1190]

Like Field, Elder tried to move away from complex leases, towards simpler purchases, during the early twentieth century. He planned a 70-acre purchase from Matai Kahawai in 1909, knowing that, although this would have depleted Kahawai's Waikanae landholdings, he still owned 650 acres in Taranaki. He added, 'Of course any price paid to Matai will fix the price it will be necessary to pay the other natives'.[1191] Thus Elder and Field may have competed with each other in land acquisition, but they probably both saw a common interest in keeping land

[1184] Elder, Waimahoe typescript, vol. 1, pp 18, 21-26
[1185] Elder to Wi Parata, 11 Jan 1901, 13 Jan 1902, 9 Mar 1903, EL, vol. 1, pp 104, 179, 281; Elder to Public Trustee, 9 Mar 1905, 11 Jan 1906, 5 Jan 1907, EL vol. 2, pp 15, 108, 231
[1186] Elder to Hira Parata, 26 Feb 1906, EL, vol. 2, p 126
[1187] BRN, p 110; Macleans, *Waikanae*, pp 71-72
[1188] Elder to Morison & McLean, 26 Aug 1908, EL, vol. 2, p 422
[1189] Macleans, *Waikanae*, pp 202-204
[1190] Elder to AA Brown, 19 Apr 1906, EL vol. 2, p 157; 6 Oct 1909, 31 Dec 1910, 15 Jun 1912, EL, vol. 3, pp 38, 139, 271
[1191] Elder to Morison & McLean, 2 Sep 1909, EL, vol. 3, pp 12-20

prices down. In addition, Morison always added purchase options to Elder's lease documents to allow the conversion of leasehold to freehold title, should the opportunity arise.[1192]

7.12 Drainage disputes

Drainage disputes accompanied land transactions, particularly in the extensive wetland area between Paetawa and Kukutauaki. Field, Elder and Wi Parata featured in these disputes. According to Field, Wi Parata cut the first major drain from Paetawa to the Ngarara Stream, which flowed into the Kawakahia lagoon/lake just east of the coastal dunes. This became known as the diagonal, or Mile drain. Field organised an inspection of this drain in 1903 with Wi and Hira Parata, partly to help him establish 'the condition of things when Elder came on the scene …'[1193] Later that year, and again in 1904, Field cautioned Elder over using Parata land at Kukutauaki for grazing. He virtually accused Elder of cutting new drains there without Parata's permission.[1194] This served to allow Field to get back at Elder over his 1900 Mapuna section victory. Field admitted in a letter to his Ngarara farm manager that his position on drainage allowed him to ensure that he was not 'being bested by that man Elder'.[1195]

The Kawakahia water level soon became a point of contention between Field, Elder and Wi Parata. Field demanded that the Horowhenua County Council lower the water level to assist drainage, particularly during winter months. Wi Parata supported him in this endeavour.[1196] Paetawa pollution compounded the local drainage problem in 1906 when Field discovered that Brown discharged flax mill waste water into the diagonal drain. Since Brown used caustic soda to render flax fibre at the mill, his waste water was certifiably hazardous. Field wrote to Brown stating that '… the stench was almost unbearable, and the evidence of pollution visible throughout the whole [Ngarara] stream and drain'. He could have added that it was downright dangerous.[1197]

[1192] Elder to Morison & McLean, 2 Sep 1909, EL, vol. 3, pp 12-20
[1193] Field to Watson, 22 Apr 1903, FL, vol. 10, p 83
[1194] Field to Elder, 17 Aug, 30 Dec 1903, FL, vol. 10, pp 326, 617; Field to Watson, 15 Feb 1904, FL, vol. 10, p 723
[1195] Field to Watson, 7 Jan, 4 Feb 1904, FL vol. 10, pp 632, 701
[1196] Field to FW Venn (Chairman, HCC), 8 22 Jun 1904, FL vol. 11, pp 3-4, 32-33; Field to Watson, 15, 28 Jul (2) Tels, FL, vol. 11, pp 104, 106, 149
[1197] Field to Brown, 4 Mar 1906; Field to Watson, 5 Mar 1906, FL, vol. 12, pp 327, 330

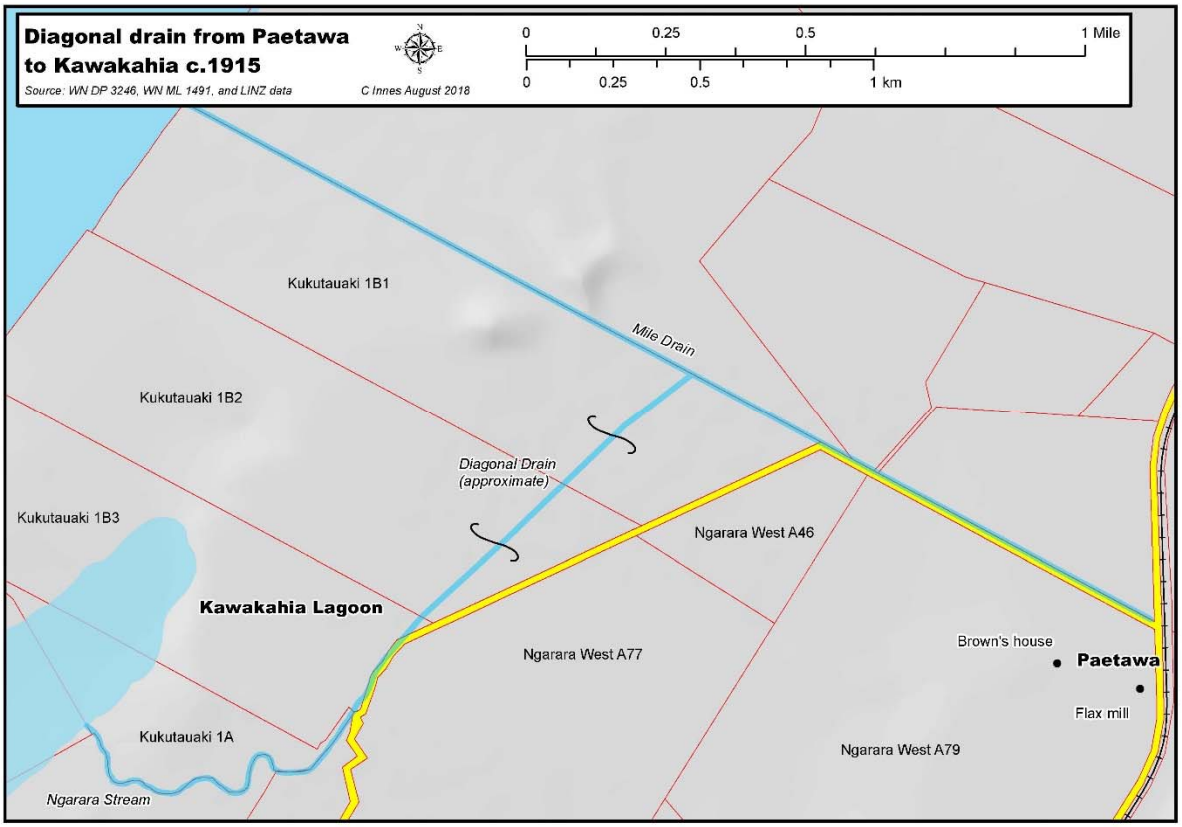

Figure 41: Diagonal drain from Paetawa to Kawakahia, c.1915

Since Elder sub-leased the mill site to Brown, he negotiated what became known as the Paetawa Agreement with the Horowhenua County Council (HCC). Under this agreement the HCC agreed to ensure that private landowners cleared their sections of the diagonal drain.[1198] When private landowners neglected their drainage responsibilities, Elder held the HCC responsible for clearing the drain under the terms of the Paetawa Agreement. The fact that most of the flax supply for the mill grew in the area likely to be affected by both pollution and by inundation, strengthened Elder's position.[1199]

Nonetheless, Paetawa pollution remained a recurring problem. Field in March 1910 threatened Brown with legal action to get him to stop him continuing the toxic discharges from his mill. Then, again in November Field wrote to Brown about how 'that vile flax refuse' posed a danger to both people and livestock downstream. He wrote again about the 'stench' in early 1911.[1200]

[1198] Elder to J McCullock (Clerk, HCC), 6, 29 May 1905, EL, vol. 2, pp 26-27, 36
[1199] Elder to HCC, 3 Feb 1906, 8 Feb 1907, EL, vol. 2, pp 118, 239; Elder to Morison, 27 Feb 1907, Elder to HCC, 25 Apr 1907, EL, vol. 2 pp 248, 280
[1200] Field to Brown, 20 Mar, 7, 10 Nov 1910, FL vol. 15, pp 235, 859, 869; Field to Brown, 3 Apr 1911, FL, vol. 16, p 193

Elder had evidently failed to enforce the Paetawa Agreement. Te Ātiawa/Ngāti Awa who still controlled about half the land between Paetawa and Kawakahia suffered as a result. They had reason to support Field in his rivalry with Elder.

7.13 River control

The Field-Elder-Parata triumvirate also contested control of the Waikanae River. Field reported in 1904 that recent flooding showed the need for stop banks along the river, below the railway bridge. He subscribed £10 as private flood control contribution to match local authority funding. He expected Wi Parata, and Raniera Ellison to make similar contributions.[1201] Initially, Hira Parata donated £30, and Raniera Ellison £28 for flood control.[1202]

While Field organised flood protection downstream, Elder fought for his fishing rights upstream. He reported to Morison in April 1905 that he suspected the Government Tourist Department had planned to establish a scenic reserve upstream. He wrote:

> If they take all this of course they [will] ruin all my holding. I have kept the river beautiful to my own detriment … And what right can they have to fish half the river [?][1203]

Elder leased his riverside stretch of C23 from the Parata whānau, but he still believed that he enjoyed the exclusive right to fish there.

Hira Parata built Mahara House in the township during 1901-1902 as a kind of guest house and fishing lodge. He sent his fishing guests upstream with their rods, particularly to Elder's favourite fishing spot at Love's Corner. Elder therefore informed Hira:

> Every fisherman ... who is stopping at Mahara House tells me that you tell him he can fish in my water. I have never given ... any such general permission. I expect every one who fishes in my water to ask [for] my consent first ...[1204]

Despite his status as a C23 lessee, Elder still claimed 'my water' and the right to fish there. He even told the Secretary of the Waikanae Co-operative Store that he could help himself to the river gravel, so long as 'your men don't burrow into the banks …[1205] We don't know, but Hira Parata probably ignored Elder's claim. He probably kept sending his fishing guests to Love's Corner.

[1201] Field to Watson, 28 May 1904, FL, vol. 10, p 974; Field to Watson, 23 Dec 1904, FL, vol. 11, p 512
[1202] Field to Ellison, 15 Mar 1910, FL, vol. 15, pp 215-216; Field to Karsten, 26 Aug 1911, FL, vol. 16, p 820
[1203] Elder to Morison, 5 Apr 1905, EL, vol. 2, p 13
[1204] Elder to Hira Parata, 26 Feb 1906, EL, vol. 2, p 126
[1205] Elder to Sec, Waikanae Co-operative Store, 10 Aug 1912, EL, vol. 3, p 278

7.14 Parata alliance

Neither Field nor Elder could afford to ignore the power of the Parata whānau over Waikanae land and water. Both Field and Elder tried to forge alliances with the Paratas. Field corresponded with Wi Parata during his last years, when he spent more time at Parihaka than at Waikanae.[1206] Field and Isobel also often stayed at Mahara House, run by Hira, on their regular weekend visits to Waikanae during the years between 1902 and 1914.[1207] Field's cautioning of Elder about his unauthorised use of Parata Kukutauaki land also served to reinforce the mana of the Paratas.[1208] Field consulted the Paratas in his campaign to reclaim coastal sections from the sand dunes, a campaign that received national attention after Leonard Cockayne's 1911 'Dune-areas of New Zealand' *AJHR* report.[1209]

Field's Kukutauaki 1B lease before 1909 not only kept him on-side with the Paratas, it also helped support Wi Parata's Parihaka activity. A series of Field telegrams to Parata in mid-1905 indicate financial support for the release of Mahikai from prison. Field helped Mahikai, a Parihaka man convicted of an 1890 Pukekura Park (New Plymouth) murder, to secure early release in 1906.[1210] As a parliamentarian, Field often used his influence to assist Wi Parata. For example, in early 1906 he drafted a letter to Native Minister James Carroll about a Native Reserve for Wi Parata.[1211] In the year following Wi Parata's September 1906 death, Field increased his cash advances to other members of the whānau. He was prepared to advance Hira over £500, in contrast to his previous attempts to limit Hira's relatively free spending.[1212]

Elder always treated Wi Parata with due respect in written correspondence. He thanked Parata for allowing him access to Mapuna's section across A78 on its eastern boundary.[1213] Elder loaned Wi's grandson, Tohuroa (Tom) Parata £28 in 1905-1906, stating 'I am glad I was able to tide you over a difficulty. It is always a pleasure to help a man one can trust'.[1214] Elder also befriended Wi's brother, Hemi Matenga. He believed that Matenga supported his river rights. More than anything else, Elder understood that the Paratas never 'fell' for Field. Although

[1206] Field to Wi Parata, 12 Aug 1903, Tel, FL, vol. 10, p 319
[1207] Field to Hira Parata, 31 Oct 1903, Tel, FL, vol. 10, p 484
[1208] Field to Elder, 30 Dec 1903, FL, vol. 10, p 617
[1209] Field to Watson, 7 Jun 1901, FL, vol. 10, p 1001; L Cockayne, 'Report on the Dune-areas of New Zealand', *AJHR*, 1911, C-13, p xv
[1210] Field to Wi Parata, 1 Jul, 10 Aug 19 (2) 1905, Tels, FL, vol. 11, pp 825, 909, 911
[1211] Field to Wi Parata, 20, 21 Feb 1906, FL, vol. 12, pp 304, 307
[1212] Field to Hira Parata, 11 Sep 1907, FL, vol. 13, p 365
[1213] Elder to Wi Parata, 8, ? Sep 1905, EL, vol. 2 pp 73, 76
[1214] Elder to T H Parata, 18 Apr, 19 Oct 1906, EL, vol. 2, pp 151, 200

Elder, unlike Field, neglected to attend Wi's 1906 tangi, he heard that when 'Field was haranguing the Tangi on his friendship with Wi – Hera [Te Korowhiti] got up and said "What rot!"'.[1215]

Like Field, Elder remained a steady source of income for the Parata whānau by renting C23 along the river for approximately £30 per annum from 1900 until 1919.[1216] Although Elder never felt comfortable mixing with Te Ātiawa/Ngāti Awa, he probably showed them more respect than Field. Field's treatment of his Te Ātiawa/Ngāti Awa sister-in law showed how disrespectful he could be.

7.15 Sand dune reclamation

While he was often undiplomatic, Field could boast introducing Te Ātiawa/Ngāti Awa to the science of sand dune reclamation. As early as 1901 he wrote to Watson asking him 'to jog Wi Parata's memory of planting *his* place … (emphasis in original)' in marram grass and lupins. From Parata's beach section (A36) sand drift had begun to invade inland sections (A37-38) leased by Field.[1217] Field obtained scientific advice from the Wellington-based Government Biologist, Harry Kirk, who prescribed the right kind of grass seed to sew among the marram and lupins.[1218]

Field then developed a strong professional association with Leonard Cockayne, reputedly 'New Zealand's greatest botanist'.[1219] When Cockayne visited the Waikanae sand dunes, Field photographed him amidst his marram and lupin plantings. These photographs graced Cockayne's 1911 *AJHR* Dune-areas report.[1220] Field also proposed sand dune reclamation in parliament. There he alerted his House associates of how sand drift at Waikanae threatened the farm land of both Te Ātiawa/Ngāti Awa and Pākehā.[1221] Only Field's persistent political support for reclamation made Cockayne's report possible.[1222] He also continued to correspond

[1215] Elder to Morison, 25 Oct 1906, EL, vol. 2, p 204
[1216] Elder to Hemi Matenga Estate Trustees, 25 Feb 1914, EL, vol. 3, p 404
[1217] Field to Watson, 7 Jun 1901, FL, vol. 10, p 1001
[1218] Field to Watson, 24 Aug 1904, FL, vol. 11, p 206. Kirk later became a Professor of Biology at Victoria University College
[1219] A D Thomson entry on Cockayne, *DNZB*, vol. 3, pp 107-109
[1220] Field photos, No 13, 15, 39 in L Cockayne, 'Report on the Dune-Areas of New Zealand', *AJHR*, 1911, C-13, p 4
[1221] Field remarks, 28 Sep 1903, *NZPD*, vol. 126, pp 10-11
[1222] Field remarks, 17 Dec 1909, *NZPD*, vol. 148, pp 1226-1227; 13 Jul 1910, *NZPD*, vol. 149, p 430

with Cockayne after the official publication of his report, and drew on Department of Agriculture technical assistance subsequently.[1223]

In contrast to Field's scientific and state assistance, Elder relied upon seed mixes prescribed by his private Palmerston North-based agricultural supplier. He paid a lot of money for seed mixes that lacked the basic ingredients Cockayne called for (i.e. marram and lupins).[1224] Without the scientific advice and state assistance that Field had so skilfully garnered, Elder probably had much less success in reclaiming sand dunes on his property. Field also made reclamation work available for Te Ātiawa/Ngāti Awa land-owners, whereas Elder could not assist them in the same way.

7.16 Education endowments

Field, furthermore, did Te Ātiawa/Ngāti Awa a major service in the endowment of the original Ōtaki College. After criticising Seddon's government for failing to assist the Porirua and Ōtaki educational endowments in October 1903, Field remained committed to doing something for Te Ātiawa/Ngāti Awa, Ngāti Toa and Ngāti Raukawa.[1225] As a practicing lawyer, Field knew how the New Zealand Courts had effectively nullified Treaty rights in *Wi Parata v Bishop of Wellington* 1878, and in *Hohepa Wi Neera v Bishop of Wellington* 1902.[1226] With Hone Heke Ngapua (MHR, Northern Maori), Nireaha Tamaki, Inia Tuhata and Grace Royal, Field met with the Bishop of Wellington in March 1905. The group sought Church of England support for founding a school at Ōtaki with all available endowment funds. This school, they stated, would serve all Māori from Taranaki to Wellington.[1227]

When the Church of England failed to support the proposal, Field lobbied Seddon.[1228] He succeeded in getting the government to appoint a commission of inquiry. This commission

[1223] Field to Sec of Agriculture, 9 Apr 1910, FL, vol. 15, pp 299-300; Field to Cockayne, [?] Apr, 18 Apr 1911, FL, vol. 16, pp 208, 229
[1224] Elder to Barraud & Abraham, 25 Mar, 7 Apr 1908, EL vol. 2, pp 371, 377
[1225] Field to Seddon, 2 Oct 1903, FL, vol. 10, pp 422-424
[1226] See David V Williams, *A Simple Nullity: The Wi Parata case in New Zealand law and history*, Auckland, Auckland University Press, 2011, pp 38-41; John T Williams, 'Hohepa Wi Neera: Native Title and the Privy Council Challenge', *Victoria University Law Review*, (2003), 35 (1), 73
[1227] Field to Rt Rev Dr Wallis (Bishop of Wellington), 21 Mar 1905, FL, vol. 11, pp 640-642
[1228] Field to Seddon 17 Apr, 13 May 1905, Tels, FL, vol. 11, pp 695, 742

favoured the Ōtaki proposal, even though it was headed by the retired Chief Justice Prendergast, co-author of the original Wi Parata decision.[1229]

Field introduced a private Otaki and Porirua Trustees Empowering Bill into parliament in July 1907. In doing so, he supplied the House with a full historical account of the Porirua and Otaki endowment land.[1230] Thanks to Field, the Otaki and Porirua Empowering Act established Otaki College in October 1907. The Act specified that although it would accept scholars from all 'West Coast tribes', preference was to be given to Te Ātiawa/Ngāti Awa, Ngāti Toa and Ngāti Raukawa scholars of 'both sexes'.[1231] Te Wananga o Raukawa now occupies its original buildings.

7.17 Field tightens the screws, 1909-1912

After frenetic years of land acquisition and political conflict, in about 1909 Field began reassessing his Waikanae interests. His wife Isobel in February 1909 successfully reduced her NZL debt to £666 from the £1,431 she owed NZL in June 1908.[1232] During 1909 he fell behind in his interest payments to the Public Trustee. This necessitated severe penalty payments.[1233] During the same year Field came under closer Commissioner of Taxes scrutiny. The Commissioner challenged his tax returns in August 1909. Field protested, 'I am prepared to pay any taxes that may be justly due, but more than that should not be expected'.[1234] A month later, in a rare disclosure, he listed his seven main Waikanae area leasehold sections, listed below.

At the end of 1909 Field sought to increase Isobel's NZL credit limit once more from £850 to £1,000.[1235] At the same time he increased pressure on his Te Ātiawa/Ngāti Awa clients. Ngaruatapuke for example owed him £224, even though she alienated 5 acres of the 20-acre A53 at Otaihanga to defray her debt there by £100.[1236]

[1229] Field read much of the Commission's 1905 report into Hansard two years later. Field remarks, 4 Sep 1907, *NZPD*, vol. 140, pp 667-670
[1230] Field remarks, 16 Jul 1907, *NZPD*, vol. 139, p 414; 4 Sep 1907, *NZPD*, vol. 140, pp 667-673
[1231] Otaki and Porirua Empowering Act, 26 Oct 1907, *SNZ*, 1907, pp 575-579
[1232] Field to NZL, 1 Feb 1909, FL, vol. 14, pp 259260
[1233] Field to Public Trustee, 8 Jun, 21 Sep, 1 Nov 1909, FL, vol. 15, 421, 722, 873
[1234] Field to Cmr of Taxes, 28 Aug 1909, FL, vol. 14, p 651
[1235] Field to NZL, 13 Dec 1909, FL, vol. 14, p 963
[1236] Ngaruatapuke account, 22 Oct 1909, FL, vol. 14, pp 848-852

No	Sections	Acres	Lessor			Lessee	Duration	Rent p.a.
1	Muaupoko A2, 4	147	R Watene			IJ Field	26 yrs	£34
2	A42	89	W Ritatona			IJ Field	21 yrs	?
3	Pt Kukutauaki 1	237	Wi Parata			WH Field	14 yrs	£59
4	Pt A43	42?	Wi Parata			WH Field	14 yrs	£10/10/-
5	Pt A41	33	JG Duncan			WH Field	?	?
6	A39	39	Rehi Maeke			WH Field?	?	?
7	A40	46	Ropata Hawea			WH Field?	?	?
Total		**633**						

Table 13: Field leases, September 1909

(Source: Field to Cmr of Taxes, 20 Sep 1909, FL, vol. 14, pp 718-721)

Since most of Field's clients patronised the Waikanae Co-operative Store, Field sought the Public Trustee's permission to attach a portion of their Taranaki Reserves rent to pay the store. He wrote, 'The Natives are quite willing to sign their receipts and [to] allow the money to be used in payment of these [Co-op Store] debts'.[1237] In effect, Field was turning Waikanae into a 'company town', with himself as its treasurer.

Field's own Public Trustee interest arrears during 1909-1910 contributed to the Public Trustee Board's decision to decline his application to add a further £3,000 mortgage to his existing £8,500 mortgage. The Public Trustee Board, despite Field's protest, limited his additional mortgage to £2,200.[1238] At the same time, he lifted his NZL credit limit to £1,000. A decline in wool prices influenced him to sell Reikorangi hill sections. This in turn put additional pressure on his already overstocked pasture at Ngarara farm.[1239]

During 1910 and 1911 he attempted to reduce his outgoings. He alerted Watson to a substantial £500 debt to his Palmerston North agricultural suppliers 'and if I incur fresh liability just now it will stop me getting clear of Loan & Merc. Coy'.[1240] This was a rare expression of financial

[1237] Field to Public Trustee, 16 Dec 1909, FL, vol. 14, pp 972-973
[1238] Field to Public Trustee, 10 May, 24 Oct 1910, FL, vol. 15, pp 387, 841
[1239] Field to NZL, 30 Jun, 1 Jul 1910, FL, vol. 15, pp 534,538
[1240] Field to Watson, 9 Jan 1911, FL, vol. 15, p 991

vulnerability. Previously, he never expressed reservations about his growing dependence upon NZL financial support.

His financial difficulties led him to increase pressure on his Te Ātiawa/Ngāti Awa debtors, such as Tamihana Te Karu. Te Karu, a Parihaka supporter who resided in Taranaki owed Field £133 in 1910.[1241] Ngarongoa Eruini's debts also crept up to £99 in 1910, even though Field by then reduced her interest to eight percent, rather than the usual ten percent.[1242]

In taking stock of his financial position during 1910, Field declared his mortgages, and those he shared with his wife, and with his post-1906 law partner, Martin Luckie.[1243] He declared nine mortgages, six over Ngarara sections, and one over Kukutauaki 1B. Martin Luckie's name appeared jointly with Isobel only on two Wellington Terrace residential properties (not listed below).

No.	Mortgagor	£ value	Mortgagee	Sections
1	Public Trustee	8,500	IJ & WH Field	A & C
2	CF Field	2,715	IJ Field	A & C
3	JF Frith	1,000	IJ Field	A & C
4	Public Trustee	2,200	IJ Field	A
5	HN the King	2,000	IJ Field	A
6	Nat Mutual Life	1,400	WH Field	Kukutauaki 1B
7	FT O'Neill	1,000	WH Field	A
Total		**18,815**		

Table 14: Memorandum of certain mortgages, September 1901

(Source: 'Memorandum of … certain mortgages', Sep 1910, FL, vol. 15, pp 791-792)

During 1911 Field felt even more pressure on his financial resources. He called upon Watson to reduce his farm 'outgoings in *every possible way* (emphasis in original)', and to extract 'every penny you can squeeze out of' Ngarara Farm.[1244] When Field found himself short of cash later that year, he begged WH Karsten, a Beach Road dairy tenant, to pay part of his rent

[1241] Field to Tamihana Te Karu, 17 Dec 1910; Te Karu account, 17 Dec 1910, FL, vol. 15, pp 953-955
[1242] Ngarongoa Eruini account, 13 Sep 1910, FL, vol. 15, pp 741-746. She had overdrawn her Waikanae Co-op Store account. Field to Sec, Co-op Store, 13 Sep 1910, FL, vol. 15, pp 747-748
[1243] Field in 1906 left his old firm of Stafford, Treadwell and Field to form a new partnership, which he named Field, Luckie and Toogood. Field to Chief Postmaster, 19 Apr 1906, FL, vol. 12, p 406
[1244] Field to Watson, 17 May 1911, FL, vol. 16, p 327

in advance.[1245] Yet, even during that lean year, Field vouchsafed Hira Parata's credit-worthiness. Partly on Field's recommendation the Public Trustee loaned Hira £2,000.[1246]

7.18 Field's political defeat, 1911

1911 turned out to be a very lean year for Field. He faced an unprecedented field of three opponents in the November general election. In the previous four Ōtaki contests, Field never faced more than a single opponent. He enjoyed comfortable majorities in the 1902, 1905 and 1908 general elections, even though he left the Liberal party and ran as an independent in 1908.[1247] A new electoral law prior to the 1911 election meant that candidates failing to obtain an absolute majority on election day had to contest a second round of voting against the next highest polling candidate. Because Field lined up against strong Labour, Liberal and Reform candidates, he fell far short of an absolute majority during the first round of voting. [1248]

In an astonishing political upset, a young Manawatū flax worker running for Labour defeated Field by just 21 votes (out of 5,013) on the second ballot. The successful candidate, John Robertson, came out of nowhere to pip Field at the post.[1249]

This stunning reversal left Field and his supporters in a state of shock. Field wrote to his second Beach Road dairy tenant, RW Kelson, that the personal shock of the defeat paled by comparison 'with the seriousness of returning a revolutionary Socialist to our Parliament … Already Socialist, Radicals and Labourite are hardening ....', he wrote, in anticipation of a future Labour government. Field's dismay led him to propose a radical reduction in his landholdings at Waikanae. The spectre of a future Labour government to Field threatened the security of private property throughout New Zealand.[1250]

Kelson, however, had been doing well enough milking cows at Waikanae to be impervious to Field's panic. He apparently understood the political situation better than his landlord, Field.[1251] Six months after Field's defeat at Ōtaki, William F Massey formed a pro-freehold Reform

[1245] Field to Karsten, 9 Jun 1911, (Private), FL, vol. 16, p 410
[1246] Field to Watson, 19 May 1911, FL, vol. 16, p 330
[1247] *NZOYB*, 1903-1909, pp 228, 477, 397
[1248] General Election returns, *AJHR*, 1912, H-12, pp 6-9
[1249] Yearbook, 1912, p 293; Michael Fitzgerald, 'The Manawatu Flaxmills Employees' Industrial Union of Workers, 1906-1921', MA thesis, Massey University, 1970, p 17
[1250] Field to RW Kelson, 21 Dec 1911, 3 Jan 1912, FL, vol. 16, pp 910-911
[1251] Field to RW Kelson, 3 Jan 1912, FL, vol. 16, 942

government.[1252] Field eventually joined Massey's government when he returned to parliament in 1914. New Zealand private property rights remained secure under Reform.

Conclusion

Field appeared to be comfortably ahead in the local struggle for primacy between 1902 and 1912. Throughout that decade he retained an awkward but critical alliance with the Parata whānau, that kept him at an advantage over Elder. Although Field prevailed in his Ngarara road contest with Elder, he smarted from his unexpected 1911 election defeat at the hands of a virtual upstart. During the decade, he softened the tone of his correspondence with Te Ātiawa/Ngāti Awa clients, but he was no less demanding in continuing to acquire Te Ātiawa/Ngāti Awa land. The Crown appears to have exercised only the most cursory scrutiny over his land transactions. Field's documentation of these transactions remained incomplete, even in 1910, when he listed his leases and mortgages. The incoming Reform government in 1912 had no interest in increasing public scrutiny over the private alienation of Te Ātiawa/Ngāti Awa land. With such a freehold-friendly government, Field looked secure, and Te Ātiawa/Ngāti Awa well behind, in the struggle for local primacy.

[1252] See Brad Patterson, 'Every man his own landlord: Mr Massey and the Fight for Freehold 1894-1912', in James Watson & Lachy Paterson, eds, *A Great New Zealand Prime Minister? Reappraising William Ferguson Massey*, Otago University Press, Dunedin, 1911, pp 49-60

Chapter 8. Drive to the sea, 1912-1924

8.1 Introduction

During the twelve years of the pro-freehold Reform government from 1912 to 1924, Te Ātiawa/Ngāti Awa struggled to hold onto their remaining land at Waikanae. Although the legacy of Wi Parata's last years at Parihaka faded at Waikanae, many Te Ātiawa/Ngāti Awa landowners there continued to live in Taranaki. The Parihaka legacy lived on in Taranaki, with continuing opposition to alienation. On the other hand, with his 1914 return to parliament as a Reform MHR, Field hoped to convert his Waikanae leasehold land into freehold. Among the reclaimed dunes at the end of Beach Road, he planned the site of a future beachside community with the name 'Waimeha Township'. During 1912 to 1924 Field sought to thread together a mixture of leasehold and freehold acquisitions along Beach Road from the main road north to the sea.

8.2 Strategic leasing and purchasing

Te Ātiawa/Ngāti Awa may not have understood Field's long-term strategy of acquiring their remaining land near the sea and establishing, under his control a Pākehā beachside community. Harry Elder, on the other hand, had a bird's eye view of his rival's 'drive to the sea' from the vantage point of the Waimahoe homestead on the hill above the railway line. From there he looked straight down Beach Road toward Kapiti. Yet Elder appears to have become little more than a spectator in the Waikanae alienation business after 1912. That year his brother-in-law Charles Morison became a King's Counsel. Morison in 1912 also formed a partnership with David S Smith, who henceforth handled all his Native land cases. Smith became a defender of Taranaki Te Ātiawa/Ngāti Awa before the 1927 Sim Commission.[1253] Consequently Smith had no desire to continue Morison and Elder's previous contest with Field at Waikanae. In any case, Elder by 1919 had been diagnosed with terminal cancer. Shortly afterwards he left Waikanae, and the Higginson family subsequently purchased most of his Waimahoe station land.[1254]

Te Ātiawa/Ngāti Awa's difficulty in detecting Field's land acquisition strategy stemmed from how well disguised it was. Firstly, he did not begin his drive at the main road north, and follow a clear westward progression in his transactions. The two key A78 lots at the corner of the main

[1253] G P Barton entry on David S Smith, *DNZB,* vol. 4, 480-481
[1254] Macleans, *Waikanae*, pp 51, 163

road and Beach Road, became the site of the Waikanae sale yards. Field acquired these lots only by fits and starts between 1909 and 1916. Likewise, Field began picking off quite small sections further along Beach Road in a patch-work sort of way well before 1916.

Field's dealing with the Parihaka-based Kohiwi whānau illustrates the complexity of his pattern of acquisitions. Hona Kohiwi, a staunch Te Whiti man, owned A26 (40 acres) near the beach. Field described him in 1912 as 'a very old man ... averse to selling land'. Field asked his Taranaki agent, 'Native Interpreter' Samuel Jackson, to approach Kohiwi about A26 only 'with great care'. Field told Jackson never to 'mention my name as a potential buyer', lest it arouse Kohiwi's suspicions.[1255] Field also warned Jackson that news of his negotiations with Kohiwi should never reach Waikanae, to alert other owners. Above all, Jackson should move '... quietly and discretely in this matter'.[1256] Field was prepared to offer a substantial sum for the purchase of A26, although the area was largely sandy and gorse-infested. He added that Jackson stood to earn a decent 'bonus' should he succeed in clinching the deal.[1257] As a former Native Department interpreter, Jackson had come to depend upon this sort of private income.[1258] He remained as Field's private land agent in Taranaki.

Field wrote to Jackson twice in December 1917 about 8 acres of Kohiwi land near Beach Road at A31B. Although it was incapable of supporting livestock, Field was prepared to lease it for £2 an acre. He speculated that if the Parihaka whānau knew about his offer 'they would come to New Plymouth to sign' a lease. Field believed that others were after the land, and he was eager to get it'.[1259] A few days later Field wrote to Hona Kohiwi reminding him that he had leased Kohiwi's land in A26 near the beach since 1911. Field sent Kohiwi a total of £45 in rent between 1911 and 1913. Although he realised he was now behind with the rent, Field was prepared to pay more if Kohiwi would sign a new lease. The admittedly incomplete evidence suggests that the Kohiwi whānau resisted Field's purchase efforts after Hona's death in 1923.[1260]

[1255] Field to Jackson, 19, 22 Feb 1912, FL, vol. 17, pp 46, 109
[1256] Field to Jackson, 19 Apr 1912, FL, vol. 17, pp 173-174
[1257] Field to Jackson, 10 May 1912, FL, vol. 17, p 229
[1258] After disestablishment in 1892, the Liberals re-established the Native Department in 1906, but it employed only one interpreter in Wellington and only two or three elsewhere. See Butterworth & Young, *Māori Affairs*, pp 56, 63-65; *AJHR*, 1911, B-7, p 35
[1259] Field to Jackson, 11, 17 Dec 1917, FL, vol. 23, pp 531-532, 554-555
[1260] Field to Hona Kohiwi, 21 Dec 1917, FL, vol. 23, p 587; Field to Jackson, 31 Dec 1917, 26, 28 Jan 1918, Tels, FL vol. 23, pp 601, 654, 674; Field to Huinga Hona, 5 Dec 1923, FL, vol. 28, p 336; BRN, p 98

In addition to disguising his Te Ātiawa/Ngāti Awa acquisitions, Field also kept Te Ātiawa/Ngāti Awa guessing about his complex sub-leasing at Waikanae. Two of his tenants, RW Kelson and WH Karsten, established two productive dairy farms along Beach Road prior to 1902. By 1912 they had both moved out of dairying. Kelson moved across the river to Otaihanga where he managed sheep on Tini Farm, which became Field's second largest pastoral unit almost as large as Ngarara Farm.[1261] Karsten moved north to Manakau from A29, but he remained in contact with Field.[1262] Frederick Coe apparently moved to A20 in place of Kelson in October 1912. Field may have sub-leased A29 to his local antagonist, Henry Walton, after Karsten's departure.[1263]

Henry Walton expressed his antagonism towards Field when in September 1912 he published a letter to the *Dominion* denouncing the 'land grabbing propensities' of unnamed Waikanae proprietors he had witnessed during his over 25 years residence there.[1264] Walton arrived in Waikanae in 1884, two years before the railway, and he set up a dry goods store on Parata land in the village near the railway station.[1265] As an irascible Royal Naval veteran of the 1858 Opium War, he soon fell afoul of Field.[1266] When Walton began to sublease A30 from Field along Beach Road, he soon found himself in trouble. Field decided to evict him from A30 (owned by the Te Puke whānau) in October 1913. Field served him an eviction notice, demanding that Walton remove his stock from A30 'immediately'. He alleged Walton's lease expired that month, and that he had failed to pay rent for six months.[1267] Eventually, Pono Tamihana enforced the eviction notice. After driving Walton's cattle off the 16-acre section, he wired the gate closed. According to Field, 'Walton was very angry and struck Pono, who thereupon pushed him down'. Walton then proceeded to denounce Field in fierce terms, which nonetheless left Field completely unperturbed.[1268]

[1261] Field to Kelson, 6, 19 Nov 1912, FL vol. 17, pp 700-701, 733-734
[1262] Field to Watson, 15 Aug 1912, FL, vol. 17, pp 467-468
[1263] BRN, p 98
[1264] Walton to editor, The *Dominion,* 9 Sep 1912, p 6
[1265] Macleans, *Waikanae*, pp 50-51
[1266] The *Dominion* serialised his China adventures soon after the outbreak of World War I. 'Told by a Veteran', The *Dominion,* 10, 13, 16 Nov 1914, p 7
[1267] Field to Walton, 13 Oct 1913, FL, vol. 18, p 593
[1268] Field to LL Mitchell, 12 Dec 1913, FL, vol. 18, p 751

Both Field and Walton expressed support for the Wellington waterfront strike-breakers who passed through Waikanae just a month or so prior to the violent eviction of Walton.[1269] Ironically, Field used Te Ātiawa/Ngāti Awa to evict Walton from Te Ātiawa/Ngāti Awa-owned land. In so doing, they repeated in Waikanae the strong-arm tactics used against Wellington's waterside workers. Walton tried to retaliate, again ironically, by condemning his purchase of Pono Tamihana's 4-acre Otaihanga section in 1917. Despite having been evicted by Pono in 1913, Walton alleged, according to Field, 'the villainy of my transactions with natives and this one'. Since the NLC promptly confirmed the Tamihana alienation, Field scorned Walton's intervention as malicious.[1270] Thus, Field's multiple arrangements with Te Ātiawa/Ngāti Awa lessors and Pākehā sub-lessees made the pattern of his acquisitions along Beach Road even more difficult to detect.

8.3 Debt-driven alienation

From the 1890s many Te Ātiawa/Ngāti Awa fell into debt with Field, and these debts produced many of Field's alienations. Although Field's letters to his Te Ātiawa/Ngāti Awa debtors during 1912-1924 lacked the sting of earlier years, many of them trace how they traded debt for land. For example, in 1913, Field rebuked Reihana Tamati, the Taranaki-based son of Ngarongoa, for complaining about his indebtedness. Field declared: 'You are well aware that the Otaihanga land [possibly A50] was sold to pay your father's debts … If you do not pay what you owe me I shall know what to do'.[1271]

Matai Kahawai evidently repaid his £50 debt in 1909 by alienating 2½ acres in A22 along the river.[1272] Field employed Kahawai as a day labourer to work off some of his subsequent debts. He also expressed consternation when he heard that Kahawai sold his share of the Piri Kawau Taranaki estate. Field wrote that since his law firm, Field and Luckie, represented that estate, it deserved its share of the proceeds.[1273] Ngaruatapuke, like Kahawai, alienated her 2½ acre share of A22 to Field.[1274] The Kahawai and Ngaruatapuke A22 alienations appear as 'purchases' in Field's accounts for both. The fact that neither appear in Walghan Partners' lists,

[1269] Field took a militant anti-strike position in a letter to a family friend at the New Zealand High Commission in London. Field to Miss SM Brock, 14 Nov 1913, FL, vol. 18, pp 679-680
[1270] Field to Williams, 15 Oct 1917, FL, vol. 23, pp 358-359
[1271] Field to Reihana Tamati, 19 Mar 1913; Tamati account, 28 Feb 1913, FL, vol. 17, pp 935, 995-996
[1272] Matai Kahawai account, 20 Dec 1912, FL, vol. 17, p 807. Walghans' lists do not record this transaction. BRN, p 102
[1273] Field to Kahawai, 19 Mar 1913, FL, vol. 17, p 991
[1274] Ngaruatapuke account, 10 Jan 1913, FL, vol. 17, p 819

however, may mean that they either failed to receive NLC or District Maori Land Board confirmation, or that the records are incomplete.[1275] Field's February 1913 Ngaruatapuke account reveals that her debit balance then exceeded £169. She apparently borrowed a substantial sum from Field, while Morison provided her with legal representation.[1276] Her £169 debt to Field threatened to undermine her whānau estate.

Ngaruatapuke's husband, Jerry Edwin, warded off insolvency only by working for Field at 8/- a day. Field paid off Edwin's Co-op Store debt in April 1914, suggesting that in future he should buy stores only at NZL wholesale rates.[1277] Field told Ōtaki tradesmen that they would have to wait to be repaid because 'this Native already owes me over £200 which I have little or no hope of ever recovering ...' He added that Edwin's horse and cart (purchased from Field) was the only thing that kept him afloat.[1278] In other words, Edwin traded debt for cheap labour, which was just another form of alienation.

Edwin's horse and cart failed to prevent his debt rising to over £250 by late 1915.[1279] When he tried to evict one of his reliable Pākehā lessees, Field scolded him: 'I am sick and tired of your dishonest behaviour'. Upon discovering that Edwin, like Kahawai, failed to deduct what he owed Field from his share of the Piri Kawau Taranaki estate, Field reprimanded him with 'you are treating me … very badly indeed'.[1280] A year later Edwin's debts mounted once more. Field threatened to sue him, but he admitted to Co-op Store manager Williams that he expected not to get a penny that Edwin owed.[1281] He then complained bitterly to Ngaruatapuke, 'Your husband owes me a great deal of money, and has treated me very badly'.[1282]

Whakarau Te Kotua, one of Field's Waiorua-Kapiti clients, also found himself trading land for debt. Field's £100 May 1914 purchase of Te Kotua's share of A32 on Beach Road, and his £112 purchase of the remainder of Te Kotua's share of A40, almost halved his previous debt of over £430.[1283] By then Te Kotua lived south of Invercargill. Field informed him that he could

[1275] Walghan Partners list 1918 transfers for A22 that appear to arise from AP Mason survey liens. BRN, p 116. Yet the surveyor, AP Mason, died in 1910. Lawn, *Pioneer Surveyors*, pp 426-427
[1276] Field to Elder, 10 Jan 1913, FL, vol. 17, p 836; Ngaruatapuke account, 18 Feb 1913, FL, vol. 17, p 903
[1277] Field to Edwin, 16 Apr 1914, FL, vol. 19, p 155
[1278] Field to Freeman & Wilson, 25 Apr 1914, FL, vol. 19, p 185
[1279] Jerry Edwin account, 10 Nov 1915, FL vol. 21, pp 107-108
[1280] Field to Edwin, 24 Jun 1916, FL, vol. 22, pp 807-808
[1281] Field to Williams, 15 Oct 1917, FL, vol. 23 pp 358-359
[1282] Field to Ngaruatapuke, 16 Oct 1917, FL, vol. 23, pp 363-364
[1283] Whakarau Te Kotua accounts, 8, 20 May 1914, FL vol. 19, pp 295-296, 297-299; BRN, pp 103, 106

'settle' the remaining debt only by alienating either Waikanae or Kapiti land. Te Kotua obliged by allowing the Crown to purchase the remainder of his Kapiti land later in 1914.[1284]

Field kept nibbling away at small Beach Road properties. Pina, the brother of Pono Tamihana who evicted Walton in 1913, alienated his share of A28 (8 acres) in March 1914. That same month, Mahia Hawea alienated her small share of the nearby A40 to reduce her debt to Field to £4.[1285] Field pursued Ruru Tutai to Taranaki for 4 acres of gorse-infested beachside A14 land. He even sent Tutai a Noxious Weed inspector's notice of his intention to fine the landowners, as an incentive to alienate.[1286] Tutai eventually alienated 4 acres of A30D along Beach Road to Field in June 1917 for £86.[1287]

Horomona Parata got into debt with Field mainly by buying groceries on credit at the Co-op Store. Like Te Kotua, he alienated his Waiorua-Kapiti land to reduce his debt.[1288] Horomona's £21 debt in 1916 looked manageable, but he refused to work it off at 8/- a day. In disgust, Field wrote to Walker that Te Ātiawa/Ngāti Awa who refused to work 'had better get out of my employ altogether … I would really sooner employ the Natives [as labourers], but they do not respond to [my] generous treatment'.[1289] Field regarded Horomona as a particularly troublesome client. He wrote to his wife Mahia to attempt to 'straighten him out'. He even tried to persuade Mahia that Horomona's £30 debt bore 'eight percent interest which is less than the rate I am myself paying …[1290]

When Horomona fell behind with his other grocery bills in 1917, Field recommended that the grocer limit his supplies. Describing Horomona as 'an everlasting trouble', Field proposed that the grocer should attempt to attach sub-lessee rents to get his bills paid.[1291] Field previously sought Public Trustee approval to get Taranaki rentals attached in this way to clear Co-op Store debts.[1292] When Horomona got deeper in debt to three Waikanae stores later in 1917, Field

[1284] Field to Te Kotua, 2 Jun 1914; Te Kotua account, 1 Jun, 12 Oct 1914, FL vol. 19, pp 317-318, 770
[1285] Pina Tamihana account, 14 Mar 1914; Mahia Hawea account, 15 Mar 1914, FL, vol. 19, pp 259-260; BRN, p 105
[1286] Field to Tutai, 19 Aug, 2 Nov 1914; Field to Inspector JS Rankin, 2 Nov 1914, FL, vol. 19, pp 532, 814-815. BRN, p 115 do not list A14 alienations apart from a 1911 survey lien and a 1916 Weggery purchase.
[1287] Ruru Tutai account, 26 Jun 1917, FL, vol. 23, p 38; BRN, p 105
[1288] Field to Mrs Horomona Parata, 21 Dec 1914; Horomona Parata account, 19 Jan 1915, FL, vol. 19, pp 925, 981
[1289] Field to Walker, 28 Oct 1915, FL, vol. 22, p 48
[1290] Field to Mrs Horomona Parata; Mr & Mrs Parata account, 9 Nov 1915, FL, vol. 22, pp 98-99
[1291] Field to AW Roberts, 18, 24 Apr 1917, FL vol. 22, pp 801, 815
[1292] Field to Public Trustee, 16 Dec 1916, FL, vol. 14, pp 972-973

indicated that he had initially attached his wages. But by September Horomona worked for Brown, not for Field, so Field could no longer recover debts by attaching wages.[1293]

Ngarongoa Eruini's liabilities loomed even larger than Horomona's, but for some unknown reason she escaped Field's rebukes. By January 1917 she owed Field over £958. This debt included a £155 deposit on what appears as A58, lots 1-8.[1294] A58, like several other sections Field had his eyes on, was conveniently located along the river, not far from Beach Road.[1295] Other examples of debt-driven alienation proliferated during the World War I years, particularly along Beach Road. Amapiria Tuku sought to defray his £271 debt in 1916 with the transfer of his share of A29 to Field for £200.[1296] Judge Gilfedder ordered the alienation of 4 acres owned by Pono Tamihana at Otaihanga, apparently to pay a £75 tangihanga debt.[1297] The Ngapaki whānau evidently transferred their more than 12-acre share of A31 for £197 to turn an October 1915 £230 debt into a modest credit in their account with Field.[1298]

8.4 Parata alliance

Field hoped to continue the same sort of relationship he developed with Wi Parata with his second son, Hira. Hira, of course, threatened Field with legal action in 1902 over the alleged inaccuracy of his accounts.[1299] Having survived this challenge, Field negotiated NZL and Public Trustee loans for Hira in 1909-1911.[1300] While Hira managed Mahara House in Waikanae from 1902 until 1912, Willie and Isobel Field frequently stayed at Mahara on their regular weekend visits from Wellington.[1301]

Winara Parata transferred the southernmost section of Kukutauaki 1A (adjoining A38) to Field in September 1912 for £372.[1302] Field earlier purchased Kukutauaki 1B2 further north from Winara. Field may have purchased these Kukutauaki sections to control the diagonal drain that formed its eastern boundary. He resented the fact that in 1898 Morison purchased the

[1293] Field to Kirk & Rapley (solicitors Masterton), 26 Sep 1917, FL, vol. 23, p 303
[1294] Ngarongoa Eruini account, 19 Jan 1917, FL, vol. 22, pp 481-483
[1295] Walghan's lists omit A58 alienations during 1912-1924. BRN, pp 103, 115-116
[1296] Amapiria Tuku account, 31 Aug 1916, FL, vol. 22, pp 7-9. Walghan Partners reveal that an 1899 Field A29 purchase preceded the 1913 purchase. BRN, pp 103, 115
[1297] Field to Pono Tamihana, 8 Sep 1916, FL, vol. 22, p 37
[1298] Pero Ngapaki account, 12 Feb 1915, FL, vol. 22, pp 140-142
[1299] Field to Moorhouse & Hadfield, 23, 26 May 1902, FL, vol. 8, pp 645-646, 660
[1300] Field to Watson, 19 May 1911, FL, vol. 16, p 330
[1301] Field to Executors, Hemi Matenga Estate, 1 May 1912, FL, vol. 17, p 211
[1302] Winara Parata account, 16 Sep 1912, FL, vol. 17, pp 562-563. The record of an 1899 £59 Field purchase of Kukutauaki 1A, recorded by Walghan Partners, must have been only a down-payment. BRN, pp 61-62

northernmost Kukutauaki 1B3 on Elder's behalf.[1303] During the early years of the twentieth century, particularly after his July 1900 defeat in the Mapuna case, Field actively sought to isolate Morison-Elder acquisitions, from their hard-won Mapuna section.[1304]

Field alerted Wi Parata's successors, including Winara, that Wi's favourite daughter, Utauta, in August 1913 petitioned Parliament over her unexplained omission from succession to his estate. Field advised his successors how to ward off this challenge.[1305] Although the House Native Affairs Committee reported favourably on Utauta's call for an NLC rehearing, the government appears to have taken no action beyond a cursory inquiry into the bare facts of the situation.[1306] Field thus consolidated his relationship with the male leadership of the Parata whānau. He was later able to repair his relationship with Utauta by representing her interests in consolidating Te Ātiawa/Ngāti Awa holdings at Waiorua-Kapiti.[1307]

During 1914 Field persuaded the Public Trustee to increase Hira Parata's loans to £9,000. His application on Hira's behalf stressed the viability of the dairy unit which William Rickard leased from Hira. The Otaki Dairy Company expected Rickard to earn £1,500 per annum. Field assured the Public Trustee that Rickard was neither Māori, nor 'half-caste', but 'English'. On the other hand, Field admitted in his testimonial for Hira 'the instability of his character, but we feel sure that he has now learnt his lesson and [he] will settle down to live on his income'. Field continued as the guarantor of Hira's loans, and he valued his land at £18,000-£20,000.[1308]

Yet, despite Field's financial support for Hira, there's remained a volatile relationship. After increasing his Public Trustee loans to £9,000 in March 1914, Field issued Hira an ultimatum over an insignificant £10 debt six months later: 'This amount must be paid immediately', he wrote, 'otherwise I will sue at once'.[1309] Hira antagonised Field by hiring another lawyer to represent his Waiorua-Kapiti interests.[1310] In retracting Hira's Waimeha whitebaiting 'privileges' on the same day, Field wrote, 'Hira Parata has treated me somewhat shabbily ...'[1311]

[1303] BRN, pp 61-62
[1304] Mackay judgement, 16 Jul 1900, Wellington MB, vol. 10, pp 119-124
[1305] Field to Watson, 29 Sep 1913, FL, vol. 18, pp 537-538
[1306] Utauta Parata petition, 8 Aug 1913, US Native Dept to Chmn Native Affairs Committee, 16 Sep 1913, ACIH 16036/1109
[1307] Maclean, *Kapiti,* pp 219-221
[1308] Field to Public Trustee, 11 Mar 1914, FL, vol. 19, p 40
[1309] Hira Parata account, 11 Sep 1914, FL, vol. 19, p 649
[1310] Field to Hira Parata, 11 Sep 1914, FL vol. 19, p 650
[1311] Field to TF Drake, 11 Sep 1914, FL, vol. 19, p 661

Field clashed with the Parata whānau at the beginning of 1916 over what he described as 'an orgy of drunkenness' at Hira's residence. Field reported to Ōtaki police on 11 January 1916 that a New Year's tangi turned into such an 'orgy'. He alleged that Hira Parata's guests consumed 20 gallons of beer and 16 bottles of whiskey on that occasion. Apparently, a child died during the revelry. Field described the affair as a 'disgrace' which he believed had been fuelled by 'sly-grogging' on Taranaki rent money. Furthermore, Field accused local publicans of supplying alcohol. He resented Tohuroa Parata's public criticism that Field had over-reacted to this incident.[1312]

He escalated his complaint by bringing it to the attention of Police Minister, Alexander Herdman, in April 1916. He sensationalised the infant death by stating that during the 'orgy ... a fine healthy baby [was] sacrificed at the altar of Maori drunkenness and pakeha [publican] greed'.[1313] Unfortunately for Field, his appeal to Herdman coincided with the infamous police action at Maungapohatu earlier that month. The Crown's subsequent legal action against Rua Kenana and his counsel completely preoccupied Herdman.[1314] He had to leave Field's accusations for the Ōtaki Police to investigate. Field nonetheless condemned Tohuroa Parata and his whānau for 'doing their utmost to injure me because of the stand I have taken'.[1315] The incident served only to injure Field's previous relationship with the Parata whānau.

8.5 Field's credit squeeze

His voluminous letterbooks during 1912-1914 indicate that Field experienced something of a financial crisis. This crisis threatened his relationship with some of his Te Ātiawa/Ngāti Awa clients. Throughout much of his career Field frequently exposed himself to financial risks. In his letter, he often ventilated the personal stress these risks generated. Field declared his difficulties in a 'private' February 1912 letter to his Ngarara Farm manager, George Watson. 'Unless I can get about £400 out of [sale of] stock', he wrote, 'I cannot get along ...'[1316] When Watson failed to sell any livestock, Field exclaimed 'I don't know what I am to do to meet liabilities'.[1317]

[1312] Field to A Satherly, Otaki Police, 11 Jan 1916, FL, vol. 22, pp 278-280
[1313] Field to Herdman, 17 Apr 1916, FL, vol. 22, pp 652-654
[1314] See Mark Derby, *The Prophet and the Policeman: The Story of Rua Kenana and John Cullen*, Craig Potton Publishing, Nelson, 2009, pp 78-89
[1315] Field to Herdman, 2 May 1916, FL, vol. 22, pp 672-673
[1316] Field to Watson, 9 Feb 1912, (Private), FL, vol. 17, p 27
[1317] Field to Watson, 13 Feb 1912, FL, vol. 17, p 36

Declining stock sales forced Field to fall further behind with his Public Trust interest payments later that year. He informed one of his tenants in August 1912, 'I have to pay the Public Trustee interest amounting to £168 tomorrow, or pay a fine. Can you possibly send me a cheque tomorrow[?]'[1318] Twomey, the tenant, failed to comply with Field's urgent request. A few days later Field asked him to 'get the £350 payable to me ...'[1319] When this, too, failed to yield anything, Field pleaded for 'a substantial sum by the end of the month'.[1320] Field peppered Twomey with similarly insistent appeals into October. When Twomey finally paid him £100, Field replied "Cannot you possibly let me have something more?'[1321] The following month Field reiterated that further cash was 'very *badly needed* (emphasis in original)'.[1322]

During his financial fix Field attempted to cut-off credit from his Te Ātiawa/Ngāti Awa clients at the Waikanae Cooperative Store just east of the railway on what was then called 'Rikiorangi' Road.[1323] Field in February 1913 informed Albert Williams, the store manager, of his firm intention to cut-off credit to his Te Ātiawa/Ngāti Awa clients.[1324] This would, he wrote 'straighten up Native accounts, and it is my intention to have no more nonsense with them'.[1325] Field, on the other hand, a month later informed Williams that his firm loaned Hira Parata £20 'for stores'.[1326] Field's actions in this instance, departed from his declared intentions.

Field's financial difficulties, nonetheless, led him to increase pressure on his clients, Jerry Edwin and Matai Kahawai. He compelled them to work off part of their debt during the lean years. He notified Edwin; 'If you stop working I must refuse to supply you with either money or goods in the future'.[1327] Field succeeded in compelling Kahawai to cut flax for him during early 1913, to reduce his debt.[1328] By May 1914 Kahawai's debt to Field rose to £120. Nonetheless, Kahawai then chose better paid work at Te Horo. This earned him Field's rebuke: 'You have behaved badly to me and I shall not forget it'.[1329]

[1318] Field to T Twomey, 27 Aug 1912, FL, vol. 17, p 495
[1319] Field to Twomey, 5 Sep 1912, FL vol. 17, p 525
[1320] Field to Twomey, 17 Sep 1912, (Private), FL, vol. 17, p 560
[1321] Field to Twomey, 9 Oct 1912, FL, vol. 17, p 630
[1322] Field to Twomey, 13 Nov 1912, FL, vol. 17, p 720
[1323] This is now Elizabeth Street. The Eastside Foodmarket there now occupies the original building. Macleans, *Waikanae*, pp 56-57
[1324] Field to Williams, 19 Feb 1913, FL, vol. 17, pp 913-914
[1325] Field to Williams, 28 Feb 1913, FL, vol. 17, p 936
[1326] Field to Williams, 31 Mar1913, FL, vol. 17, p 998
[1327] Field to Edwin, 10 Mar 1913, FL, vol. 17, p 957. See my previous reference to this transaction on p 71.
[1328] Field to Kahawai, 11 Apr 1913, FL, vol. 18, p 10
[1329] Field to Kahawai, 13 May 1914; Matai Kahawai account, 18 May 1914, FL, vol. 19, pp 110, 266-269

Field occasionally made disrespectful remarks about his Te Ātiawa/Ngāti Awa workers. When he needed cocksfoot seed harvested at Otaihanga in early 1914, he wanted his new Tini Farm manager to ask, 'Matai and some of those lazy Maoris …' to do the work for a few shillings a day. He then contradicted himself by adding that he had just met three 'young Waikanae Natives in town'. He believed that they could do the job.[1330] Although Field progressively softened the tone of his correspondence with Te Ātiawa/Ngāti Awa, he occasionally reverted to disrespectful language.

Severe and unexplained stock losses, particularly in 1913 contributed to Field's financial woes. He informed Watson in early 1914 that he was 'simply worried to death' over these losses. He calculated that he had lost thousands of pounds worth of livestock during the past year. While he never mentioned the word rustling, he referred obliquely to such suspicions in his correspondence. In September 1913, he directed his farm managers to 'watch out [for] marauding Maoris …'[1331] He suspected that 'Big Rangi' and his siblings were up to no good. 'If they are against me, I know exactly how to act … whenever I get a blow I intend to hit back'.[1332] While this could have been a veiled reference to Kereru and Tui poaching from the bush on Tini Farm, it could also have referred to rustling sheep and cattle.

During the lean 1912-1914 years Field's own debts mounted together with those of his Te Ātiawa/Ngāti Awa clients. The Public Trustee agreed to renew his £7,000 mortgage for a further three years in 1912.[1333] His continuing interest arrears, on the other hand, hampered his application to increase that mortgage to £8,000.[1334]

8.6 Credit-driven recovery

Even during the lean years, however, Field could command sources of credit. He maintained in September 1913 that he owned 3,000 acres, 2,000 at Ngarara, and 1,000 at Tini, with stock worth £3,000 on Ngarara alone.[1335] While Te Ātiawa/Ngāti Awa debts often led to alienation, Field could refinance his debts. His sizable estate almost automatically guaranteed him continued credit. His farm assets allowed him to increase his NZL credit limit from £1,000 to

[1330] Field to Thomas Walker, 20 Jan 1914, FL, vol. 18, p 803
[1331] Field to Watson, 29 Sep 1913, FL, vol. 18, pp 537-538
[1332] Field to Walker, 17 Feb 1914, FL, vol. 18, pp 952-953
[1333] Field to Public Trustee, Nov 1912, FL, vol. 17, p 727
[1334] Field to Public Trustee, 9, 31 Mar 1914, FL, vol. 19, pp 31, 108-109
[1335] Field to ES Davies, 25 Sep 1913, FL, vol. 18, pp 530-532

£1,500 in May 1913.[1336] Then, less than a year later, NZL increased it further to £2,500.[1337] This additional credit allowed Field to replace his lost stock in early 1914.[1338] Field even succeeded in raising a £250 State Advances loan for Rameka Watene (successor to Watene Te Nehu).[1339] Field also arranged a Ngapaki whānau mortgage on A77B, bordering Kukutauaki and Paetawa, partly to cover their burgeoning £456 debt to him.[1340]

Field's persistent interest payment arrears caused the Public Trustee to hesitate before increasing his credit to £8,000. The Public Trustee initially declined to increase his credit limit, but relented when Field catalogued his impressive assets. Field asserted a recent Tini Farm GV of £14,000, and he reminded the Trustee that he had mortgaged Tini for almost 18 years.[1341] Field informed his Survey Office co-mortgagee, JF Frith, of the credit increase a few months later. He also assured Frith that there was 'no conflict of interest' in a public servant participating in Field's private mortgages.[1342] Field even listed NLC Judge Gilfedder as a co-mortgagee. Since Field appeared before Gilfedder in the NLC on several occasions, this surely suggested a conflict, but the Public Trustee appeared not to have noticed.[1343] After Field formed his own firm with Luckie in 1906, he no longer acted as a legal representative for the Public Trustee, but he appears to have had friends inside the office. Field thanked an employee of the Public Trust, Mick Barnett, for congratulating him over his 1914 return to parliament.[1344] This suggests that Field exercised influence inside the Public Trust office.

Buoyant farm prices stimulated by British wartime demand for food greatly assisted Field's financial recovery. The increasing indebtedness of Hira Parata's dairy unit during these years contrasted with Field's recovery. Field in 1914 arranged Public Trustee financing of this A78 dairy unit, just north of the township, but it was never a paying proposition.[1345] Field reported record stock sales of £402 for the third quarter of 1915, and a £755 sale in 1917.[1346] On the

[1336] Field to NZL, 1 May 1913, FL, vol. 18, p 80
[1337] Field to NZL, 9, 27 Feb 1914, FL, vol. 18, pp 928-930, 1001. NZL also limited their commission charges on Field to no more than 2½ percent. NZL commission agreement, 27 Feb 1914, FL, vol. 18, p 1002
[1338] Field to NZL, 27 Feb 1914, FL, vol. 18, p 1001
[1339] Rameka Watene account, 1 Oct 1913, FL vol. 18, pp 553-560; Field to Watene, 7 Oct 1913, FL, vol. 18, p 561
[1340] Ngapaki whānau account, 26 Jan 1914, FL, vol. 18, pp 884-885
[1341] Field to Public Trustee, 25, 31 Mar 1914, FL vol. 19, pp 83, 108-109
[1342] Field to Frith, 30 Jun, 10 Jul 1914, FL, vol. 19, pp 241-242, 448-449
[1343] Field to Public Trustee, 20 Jul 1914, FL vol. 19, p 477
[1344] Field to MC Barnett, 16 Dec 1914, FL, vol. 19, p 898
[1345] Field to Public Trustee, 11 Mar 1914, FL, vol. 19, p 40
[1346] Field to Public Trustee, 7 Dec 1915, FL, vol. 21, p 193; Field to NZL, 13 Dec 1915, FL, vol. 21, pp 205-206; Field to NZL, 14 Sep 1917, FL, vol. 23, p 277

strength of these sales, NZL increased his credit limit from £2,000 to £3,000.[1347] At the same time, Field renewed Isobel's £2,000 Advances to Settlers mortgage over A36 and 38.[1348] In addition, the State Advances office man handling Isobel's mortgage, FT O'Neill, in 1910 had privately loaned Field an additional £1,000.[1349] Finally, Field increased the National Mutual Life Association mortgage loan from £9,600 to £10,350 in 1916.[1350]

Field meanwhile continued to resist the Public Trustee's attempts to impose penalties for his persistent interest payment arrears. He devised his own late fee formula of paying seven percent, rather than the prescribed penal rates. He pleaded for special treatment, writing 'It is true that you recently charged a native mortgagor penal rates; but this man gave you a good deal of trouble, whereas you will probably agree[,] I have not'.[1351] Astonishingly, the Public Trustee accepted Field's seven percent formula, thus waiving penal rates. Field continued to record interest payment arrears, and, apart from receiving a 1918 writ, he continued to receive preferential treatment in repaying them without incurring penalties.[1352]

8.7 Paetawa pollution

Field's ongoing continuing battle with Paetawa flax miller AA Brown over the toxic discharges that caused extensive pollution downstream began in 1906.[1353] The battle continued for much of the subsequent decade, particularly during the summer months, the mill's peak season for production and pollution.[1354] Field took his anti-pollution campaign to parliament in October 1912 when he appeared as a witness in hearings on the current Water Pollution Bill. Field informed the House Agriculture and Stock Committee about how badly New Zealand trailed Britain and the USA in failing to legislate for clean water.[1355] Furthermore, Field published a letter in the Wellington *Evening Post* asserting landowners' rights to protect waterways by suing polluters. He invoked England's 'ancient law ... entitling the landowner to absolutely preserve the purity of his running streams for the use of his household and his stock'.[1356]

[1347] Field to NZL, 17 Dec 1915, 24 Jan 1916, FL, vol. 21, pp 220, 336
[1348] Field to FT O'Neill, 23 Dec 1915, 25 Jan 1916, FL, vol. 21, pp 256-258, 339
[1349] Memorandum of Mortgages, Sep 1910, FL, vol. 15, pp 791-792
[1350] Field to Nat Mut Life Assn, 29 Jan 14 Jun 1916, FL, vol. 21, pp 348, 779
[1351] Field to Public Trustee, 19 Mar 1917, FL, vol. 22, pp 711-712
[1352] Field to Public Trustee, 31 Jul 1924, FL, vol. 28, p 815
[1353] Field to Brown, 4 Mar 1906, FL, vol. 12, p 327
[1354] Field to Brown, 24 Sep 1912, FL, vol. 17, p 585
[1355] Field to WC Buchanan, Chmn, Agric. & Stock Committee, 16 Oct 1912, FL, vol. 17, pp 656-658
[1356] Field to editor, Evening Post, 19 Oct 1912, FL, vol. 17, pp 660-663

Field cautioned Brown once more in September 1913. You must either 'substantially reduce or abate the nuisance', he exclaimed.[1357] When the Paetawa flax mill closed temporarily in early 1916, Field observed a dramatic improvement in downstream water quality. The westward flowing drains, and the Ngarara Stream ran 'beautifully clear, almost equal to the Waime[h]a at the other end of my property'.[1358] Yet later that same year Field again reported the 'suffocating stench' of the flax mill discharge. He believed that this was a result of Brown's failure to construct either settling ponds or filtration systems, like those that Manawatū flax millers installed along the Oroua River.[1359] Paetawa pollution reminded Te Ātiawa/Ngāti Awa of their originally pristine wetland environment.[1360] Te Ātiawa/Ngāti Awa must have applauded Field's efforts to fight the pollution of what remained of that environment during the early twentieth century.

Furthermore, Field had to consider the safety of the water supply for his planned beachside community. The diagonal drain flowed into Kawakahia, which flowed into Waimeha Stream. This stream later became to source of the 'Waimeha Township' water supply. Field, therefore, had ample incentive to 'preserve the purity of his running streams ...' from Paetawa pollution.

8.8 Political positioning

Field contributed to his own political defeat in 1911 by leaving the Liberal Party at the previous 1908 election. In 1911, he expected a repeat of the two-horse races he won in 1900, 1902, 1905, and 1908. Instead, he found himself running against Labour, Liberal and Reform opponents. He even publicly accused Massey of instructing Reform voters to switch to Labour in the 1911 run-off.[1361] His unexpected defeat in 1911, and his militant anti-watersider position during the 1913 strike, caused him to do much soul-searching in his three years outside parliament.[1362]

When Field's financial fortunes recovered during 1914, he soon closed ranks with Massey pro-freehold government.[1363] Field came to a private agreement with Massey in June 1914 that

[1357] Field to Brown, 15 Sep 1913, FL, vol. 18, p 481
[1358] Field to Brown, 27 Mar 1916, FL, vol. 22, pp 588-589
[1359] Field to Brown, 10 Oct 1916, FL, vol. 22, p 160
[1360] See Mahina-a-Rangi Baker's 22 Apr 2015 evidence, Wai 2200, #4.1.10. p 152
[1361] Field to Editor, Evening Post, 9 Dec 1911, FL, vol. 16, pp 879-880
[1362] Field to CJ Munro, 7 Feb 1912, FL vol. 17, pp 21-24; Field to Miss SM Brock, 14 Nov 1913, FL, vol. 18, pp 679-680
[1363] See Brad Patterson, 'Every man his own landlord: Mr Massey and the Fight for Freehold 1894-1912', in Watson & Paterson, (eds.), *Great New Zealand Prime Minister?*, pp 49-60

guaranteed his selection as the Reform candidate for Ōtaki.[1364] In the December 1914 election Field turned the tables on Labour's John Robertson. In contrast to his 21-vote defeat in 1911, Field won over 55 percent of the total vote in a two-horse race. He returned to parliament with a 640-vote majority.[1365]

8.9 River control

Both before and after his 1914 return to parliament, Field featured in two other aspects of the political battle for control of Waikanae water: flood protection, and fishing rights. Firstly, he promoted much needed flood protection in the lower Waikanae catchment. In both 1910 and 1912 he collected significant Te Ātiawa/Ngāti Awa cash contributions for stop bank construction below the railway bridge. Largely because his land at A19-20 suffered disastrous river erosion, Raniera Ellison made particularly generous contributions.[1366] Flood protection, indeed, influenced Ellison to transfer 58 acres of his riverside land to Field in 1912.[1367] Ellison relocated to Otākou near Dunedin soon after the tragic 1904 death of his son Tom, and he took the opportunity to reduce his flood-prone Waikanae landholdings.[1368]

When Massey became both Prime Minister and Minister of Lands in 1912, Field reminded him that the Crown could not shirk its Tararua watershed protection obligations. Widespread deforestation there contributed to severe spring flooding at Waikanae. He calculated that Ellison had lost over 25 percent of his land to the river. He accused the Lands Department of encouraging Crown tenants to burn off the rugged Tararua bush country, knowing that this would contribute to downstream flooding and siltation.[1369] Field told Massey to treat watershed protection as 'essentially a national matter ...' The Crown needed to assist local authorities financially with flood protection, he argued, because ratepayers could not afford to bear the full cost.[1370]

[1364] Field to Massey, 15 Jun 1914, (Private), FL, vol. 19, pp 336-337; Field to Massey, 19 Oct 1914, Fl, vol. 19, p 754
[1365] *NZOYB*, 1915, p 339
[1366] Field to Ellison, 15 Mar 1910, FL, vol. 15, pp 215-216; Field to HCC, 10 April 1912, FL, vol. 17, p 138
[1367] Field to Ellison, 6, 29 Jul 1912, FL, vol. 17, pp 360, 421-422
[1368] Atholl Anderson entry on Tom Ellison, *DNZB*, vol. 2, pp 131-132
[1369] Field to Massey, 4 Oct 1912, FL, vol. 17, pp 618-621
[1370] Field to Massey, 11 Oct 1912, FL, vol. 17, pp 638-639

While Massey sent Lands officials into the Tararuas to report on the problem, he refused to concede Field's underlying argument that charged central government with watershed protection and flood control responsibility. Although the HCC borrowed £500 for Waikanae stop bank construction, it looked to ratepayers, not to Wellington, to provide matching funds.[1371] Two further spring floods prompted Field to fire off a 46-word telegram at Massey. Field alerted him to the danger that the Waikanae River threatened to change course by invading the old Waimeha Stream bed. This, according to Field, would cut through the public Beach Road, and inundate most of the farmland north of the river.[1372]

Furthermore, he informed the HCC chair, that the Crown could not treat flood protection as a private matter. Massey should, instead, 'grant State aid for the protection of State property ... from an evil for which the State is entirely responsible.'[1373] In correspondence with Massey's successor as Minister of Public Works, Field estimated that almost 45 percent of the 'special district' of flood-prone Waikanae land, was Te Ātiawa/Ngāti Awa owned. Together with general land, he believed that farmland valued at over £12,000 risked inundation.[1374]

Flooding, of course, adversely affected fishing along the Waikanae River, and in tributary streams. While Elder asserted his control of 'my water' along the eastern bank of the Waikanae River above the railway bridge, Field sought to control whitebaiting in the lower reaches of the river, and in the Waimeha and Ngarara Streams. Field in October 1912 granted Matai Kahawai a whitebait concession. In return for 2/6d for every £1 worth of whitebait, Field granted Kahawai exclusive rights to net 'whitebait in the Waime[h]a and Ngarara streams ... so far as they run through my property'.[1375] He amended this agreement a few days later to include in it Ngaruatapuke, and his other employees, but these agreements lasted only a few weeks. Field admitted in a 15 October note to Kahawai that his 'concessions' had only caused consternation in the rest of the Waikanae community.[1376] In effect, he abandoned his attempt to control whitebaiting in the face of community and customary opposition.

[1371] Field to Kirk & Rapley (for HCC), 27 Nov 1912, FL, vol. 17, pp 746-747
[1372] Field to Massey, 30 Nov 1912, Tel, FL, vol. 17, p 762
[1373] Field to Lodge, 20 Dec 1912, FL, vol. 17, p 794
[1374] Field to William Fraser, PW Min, 10 Mar 1913, FL, vol. 17, p 963
[1375] Field to Kahawai, 4 Oct 1912, FL, vol. 17, p 615
[1376] Field to Kahawai, 7, 15 Oct 1912, FL, vol. 17 pp 625, 649

Yet Field still believed that he possessed legally-protected fishing rights, and that he could reassert them with impunity. He reflected on his abortive 1912 whitebaiting concessions in correspondence with Kahawai the following year. In frustration, he wrote that he was tempted to ban whitebaiting in his streams.[1377] In fact, he considered banning Hira Parata from whitebaiting at the mouth of the Waimeha in September 1914.[1378] Having witnessed the defeat of his 1912 'concessions', Field probably had second thoughts about expelling Parata from his Waimeha whitebaiting stand. Field's view of his rights clashed with Hira's. Field probably backed off when he realised that Hira would stand his ground on what amounted to customary rights. Even though Te Ātiawa/Ngāti Awa lost much of their land during the early twentieth century, they continued to assert fishing rights.[1379]

8.10 Conservation

Throughout his anti-pollution and flood control campaigns, Field remained a committed conservationist. This, however, could put him off-side with Te Ātiawa/Ngāti Awa. He occasionally condemned Te Ātiawa/Ngāti Awa 'poachers' in State and his private Bush Reserves, mainly at Otaihanga.[1380] Field even advocated the protection of opossums in a letter to Minister of Internal Affairs, FDH (Harry) Bell.[1381]

Field's ardent conservation ethic eventually brought him into conflict with the Parata whānau. He took umbrage over Parata women harvesting 'my beautiful lacebark trees' near the river in a fierce March 1917 letters to Tohuroa Parata's wife. Apparently, Te Ātiawa/Ngāti Awa used the lacebark for decorative purposes at an Easter Lady Liverpool fundraiser to support wartime hospitals. Field regarded their bark stripping, even for a worthy cause, as unforgiveable.[1382] He described their innocent decorative practice as 'cruel destruction'. He stated that he would willingly have given generously to the Lady Liverpool fund to save 'his' precious lacebark trees. He accused Hira Parata's wife of complicity in what he regarded as a criminal act. He wrote that she should have known better, because he purchased from Hira the land upon which the trees grew.[1383]

[1377] Field to Kahawai, 30 Sep 1913, FL, vol. 18, pp 545-546
[1378] Field to TF Drake, 11 Sep 1914, FL, vol. 19, p 661
[1379] See Ross Webb, 'Te Atiawa/Ngati Awa ki Kapiti – Inland Waterways: Ownership and Control', Wai 2200. A205, pp 7, 13, 56-60
[1380] Field to US Lands Dept, 24 Jul 1913, FL, vol. 18, pp 311-313
[1381] Field to Bell, 15 Sep 1913, FL vol. 18, pp 477-479
[1382] Field to Mrs Tom Parata, 9 Mar 1917, FL, vol. 22, p 675
[1383] Field to Mrs Tom Parata, 12 Mar 1917, FL, vol. 22, p 688

Less than a year after the lacebark incident, Field denounced Bob Hunter of Te Ātiawa/Ngāti Awa for cutting down 'my beautiful [Kohekohe] trees' at Otaihanga. He claimed to have purchased the land to save the trees. Indeed, Field created several private 'Bush reserves' at Otaihanga. He also warned Ngateneti Eruini that he knew her husband had cut down a 'titoki tree ... for firewood' on Field's land. He warned both Hunter and Eruini that he would take legal action against them should they continue to destroy his trees.[1384]

Even in his determined Waikanae flood protection campaign, Field began to part ways with Te Ātiawa/Ngāti Awa. In late 1916, he informed Minister of Public Works Fraser that the river again threatened to inundate the plain below the railway bridge. Field again rejected the Crown's denial of responsibility for flood protection, and he rejected its dogmatic insistence that ratepayers should foot the bill. As he put it, 'the cause of the damage originated in most cases in the Government itself selling land ... in the Upper reaches of the river ...' Te Ātiawa/Ngāti Awa almost certainly echoed this criticism of the Crown's failure to protect the Tararua watershed. But Field went on to allege that flood-prone Waikanae land was 'principally held by Maoris who will do nothing whatever to protect their or their neighbour's property'.[1385] He reiterated this criticism of Te Ātiawa/Ngāti Awa in a later letter to an HCC official in which he stated that 'there are owners, particularly natives, who will do nothing ...' about flood protection.[1386] Field had evidently forgotten about the generous Ellison and Parata contributions to stop bank construction in 1910 and in 1912.[1387]

8.11 Further financial setbacks

While Field generally benefitted from buoyant wartime farm prices, he suffered further financial setbacks due to cattle disease at Waikanae in 1917. He recorded that cattle 'deaths plus general impoverishment mean a very severe loss … at a very bad time'. He worried that he might fail to make 'that payment of Hira Parata [perhaps to the Public Trustee for his A78 mortgage], upon which already I have to pay a fine of about £60 to save cancellation of the Agreement'.[1388]

[1384] Field to Bob Hunter; Field to Ngateneti Eruini, 9 Jan 1918, FL, vol. 23 pp 613-614
[1385] Field to Fraser, 6 Dec 1916, FL, vol. 22, pp 362-364
[1386] Field to AH Burgess (HCC), 14 Feb 1917, FL, vol. 22, pp 567-568
[1387] Field to Ellison, 15 Mar 1910, FL, vol. 15, pp 215-216; Field to HCC, 10 Apr 1912, FL, vol. 17, p 138
[1388] Field to J M O'Connor, 10 Sep 1917, FL, vol. 23, pp 256-257

Although he sold £755 worth of stock a few days later, he apologised to NZL for being overdrawn by 'about £200 beyond the limit'.[1389] Two months later Field admitted that he was overdrawn by 'about £400', but he expected a £500 wool cheque to reduce his debt 'to the arranged limit'.[1390]

Field's credit rating took another blow in early 1918 when the Public Trustee issued a writ against him and his wife for overdue interest payments. In astonishment, Field wrote indignantly:

> I have not read your Statement of Claim[,] nor do I intend to. Your action, as you must well know, is ungenerous as it is utterly needless[,] and is simply putting my wife and myself to unnecessary expense and humiliation.

He maintained that his previous exemption from penal rates should continue. He claimed that, until recently, he kept abreast of his alternative seven percent payments. He attributed his delinquent position to 'the recent slump'. This prompted his unloading of 'surplus stock', but much of that stock, according to Field, fetched low prices.[1391] The Public Trustee apparently chose not to pursue legal action, because six years later Field was still paying his preferential seven percent interest on overdue payments.[1392]

In a further blow to his financial fortunes, Field's Raetihi saw mill in March 1918 suffered a serious fire. To cover the £1,500 worth of repairs required, he asked NZL to extend his credit limit to £4,000. He maintained that, because his livestock was worth 'substantially more than £10,000' NZL could afford to take the risk.[1393]

8.12 Field's 'Waimeha Township'

Five years after the Public Trustee's 1917 writ, Field launched his beachside residential development. Field's establishment of a 131-acre beachside 'township' in 1923 changed Waikanae history. By reclaiming the dunes at the end of Beach Road with Cockayne-inspired lupins and marram grass, Field created the groundwork for what we know today as Waikanae Beach. This initiative, in the words of the Macleans, 'reversed the historical tendency of

[1389] Field to NZL, 14 Sep, 1 Oct 1917, FL, vol. 23, pp 277, 320
[1390] Field to NZL, 10 Dec 1917, FL, vol. 23, p 527
[1391] Field to Public Trustee, 1 Feb 1918, FL, vol. 23, pp 783-784
[1392] Field to Public Trustee, 31 Jul 1924, FL, vol. 28, p 815
[1393] Field to NZL, 23 Mar 1918, FL, vol. 23, p 879

Waikanae to move inland'.[1394] Much of the Te Ātiawa/Ngāti Awa community moved from Kenakena to Tukurakau during the 1840s, and then from Tukurakau closer to the railway when it arrived during the 1880s. Field's founding of Waimeha Township in 1923 sent people back to the beach.

The Waimeha Township story focuses first on Field's finances. His 1923 auction of 108 residential lots required both access to credit, advertising and local planning. The planning involved assembling detailed title and survey information. Field also relied upon a certain amount of NLC/District Maori Land Boards' cooperation to help him locate far-flung Te Ātiawa/Ngāti Awa owners of beachside land. He traced them to Taranaki, to the northern South Island, and even to the Chathams.

The Macleans observed in their local history that Field often teetered on the brink of insolvency with his fluctuating finances during the first three decades of the twentieth century. His son Peter told the Macleans in August 1986 how his talented mother often 'painted [watercolours] to pay the grocer's bills'.[1395] A few months before the 1923 auction, Field admitted to the Public Trustee that his longstanding interest arrears remained unpaid. To stave off another writ, he signed off, 'I appreciate your indulgence …'[1396] Even though he said he would pay off the £478 interest owing by 4 July 1923, this did not reach the Trustee until the end of that month.[1397]

NZL organised and advertised the October 1923 auction. Field's healthy 1922-1923 stock returns gave it confidence in his credit worthiness. His livestock income in the 18 months between January 1922 and July 1923 totalled over £3,251, or almost £541 per quarter. This failed to match his September 1917 sale of £755, but it compared well with his average stock income during the buoyant war years.[1398]

When Field sat down with his Union Bank Manager at the end of 1923 to assess his overall financial position, his assets looked rock solid. He described Tini Farm as 1,075 acres, all freehold, mortgaged to his brother Charley and JF Frith at less than six percent interest. He

[1394] Macleans, *Waikanae*, pp 87-89, 92-93
[1395] Macleans, *Waikanae*, p 86
[1396] Field to Public Trustee, 16 Jun 1923, FL, vol. 28, p 32
[1397] Field to Public Trustee, 23, 31 Jul 1923, FL, vol. 28, pp 86, 815
[1398] Field to NZL, 14 Sep 1917, FL, vol. 23, p 277; Field to NZL, 24 Jul 1923, FL, vol. 28, pp 89-91; Field to Public Trustee, 7 Dec 1915, FL, vol. 21, p 193

valued Tini 'conservatively' at £25,000. The larger 2,175 acre Ngarara Farm he claimed was 1,939 acres freehold, and 236 acres leasehold. He had it mortgaged to both National Mutual Life for £19,000, and to NZL for £5,000 at six percent interest.[1399] His statement of family assets totalling £61,900 did not include his one-third share of the rebuilt Raetihi sawmill.[1400]

Field persuaded NZL that the proceeds of the 1923 auction would 'reduce the [Field] farm liability to your Company'.[1401] Nonetheless, he still had to deal with annoying tax liabilities. The assistant Crown Solicitor notified his wife in August 1923 that her tax arrears came to £645. Field replied on her behalf 'that her farming operations have for some years past resulted in severe losses …' This probably referred to the 1913 and 1917 stock losses. He added that she was now prepared to sell land to allow 'her … to pay taxation and mortgage claims', implying that she would benefit directly from the Waimeha auction.[1402]

Field's mastery of Waikanae title and survey information allowed him to compile a portfolio of five main titles cobbled together from beachside sections, totalling 131 acres, for NZL approval.[1403] The HCC approved a 108-lot plan surveyed by the Wellington firm of Martin and Dyett. The Lands and Survey Department still had this plan, awaiting approval, when NZL conducted the 27 October 1923 auction at the Anglican Church Hall in Waikanae.[1404] In preparation for this event, NZL advertising staff turned the 108-lot plan into an appealing colour poster. The poster trumpeted:

Plan of seaside township of 'WAIMEHA'
ON WAIKANAE BEACH
Mr. W.H. Field M.P., has instructed the New Zealand Loan & Mercantile
Agency Company Ltd to sell by Public Auction at the Anglican Church Schoolroom,
Waikanae, on Saturday 27th October, 1923, at 1 pm, 108 SECTIONS in the
WAIMEHA TOWNSHIP on the far-famed Waikanae Beach.

[1399] Field to Mgr, Union Bank, 11 Dec 1923, FL, vol. 28, pp 346-348; Macleans, *Waikanae*, p 86
[1400] Field to Mgr, Union Bank, 13 Dec 1923, FL, vol. 28, p 354. The Union Bank of Australasia later became the Australian and New Zealand National Bank (today ANZ).
[1401] Field to NZL, 1 Sep 1923, FL, vol. 28, p 144
[1402] Field to Asst Crown Solicitor, Wgtn, 30 Aug 1923, FL, vol. 28, p 135
[1403] Field to NZL, 9 Nov 1923, FL vol. 28, p 280
[1404] Field to NZL, 1 Sep 1923, FL vol. 28, p 144

The auction proved an outstanding success. All 108 lots sold on 27 October 1923.[1405]

Field could normally rely upon NLC/DMLB cooperation to confirm his alienations. Judge Gilfedder, after all, participated in one of his 1914 loans as a co-mortgagee.[1406] Field, however, could not take him for granted. Gilfedder in August 1924 refused to confirm a Kohiwi whānau A 77 alienation bordering Kukutauaki. The NLC registrar informed the whānau that they 'should continue [to] lease and receive rents …' there.[1407]

The NLC/DMLB could not effectively monitor Field's acquisition of all five titles that formed Waimeha Township. He acquired only one of them directly from Te Ātiawa/Ngāti Awa. He acquired the main 76-acre A14C section following a 1907 survey lien, and a 1911 NLC charging order based on that lien. Field also acquired the 17½-acre A76A following a similar 1911 survey lien. These liens inevitably emerged from the intensive Ngarara West survey activity associated with repeated partitions, particularly on the Waikanae coastal plain.[1408] Surveyor AP Mason applied for these liens in May 1906, prompting the NLC to partition A14 and A76 to satisfy his unpaid survey charges.[1409] He apparently acquired only A76B (also 17½-acres) on his own account in December 1908 directly from Te Ātiawa/Ngāti Awa.[1410] Field's acquisition of a third, A24B section (of 17½ acres) arose from an 1899 lease negotiated by WN Cruickshank. Finally, he acquired A37 from WA Chapple in 1903, after Chapple purchased it from Paretawhara in 1900.[1411]

[1405] See Macleans, *Waikanae*, pp 88-89 for the poster recorded here.
[1406] Field to Public Trustee, 20 Jul 1914, FL vol. 19, p 477
[1407] Field to Huinga Hona, 19 Aug 1924, Tel; Field to Amo Hona, 19 Aug 1924, Tel, FL, vol. 28, p 866
[1408] See Walghan Partners' list of Ngarara West A subdivisions from 1887 to 2001. BRN, pp 86-92
[1409] NLC A14C & A76A survey lien /partition orders, 21 May 1906, Wellington MB, vol. 15, pp 127-128
[1410] Walghan list these transactions. BRN, pp 106-107
[1411] Memorandum of transfer, 12 Jan 1900, No. 46993, LTO; BRN, p 103

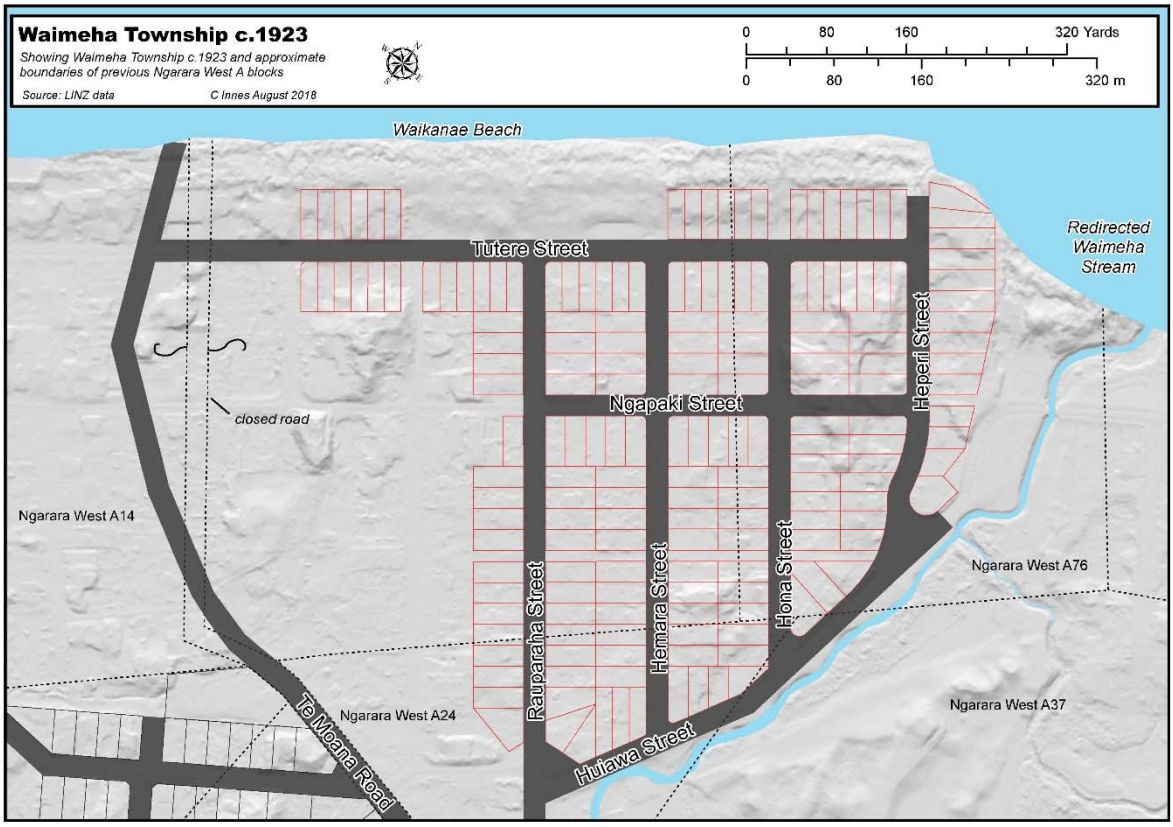

Figure 42: Waimeha Township c.1923

Although these transactions covered the 131-acre township, Field pursued the far-flung Te Ātiawa/Ngāti Awa owners of adjacent beachside sections. This included the descendants of Parihaka-based Hona Kohiwi. During 1923 Field wrote directly to Hona in Parihaka, to see if he was prepared to lease his 8 acres at A26, just inland from the township.[1412] Hona's death (probably even before he received Field's letter) encouraged Field to put tempting purchase offers his successors. He wrote to Chathams-based Huinga Hona in December 1923 '… I can arrange to buy any land you have at Waikanae for cash, and [I] will pay more than any other person will pay you'.[1413]

Members of the Ngapaki whānau at that time lived in Marlborough, probably at Waikawa. Field approached Huirua Ngapaki through his Blenheim solicitor, CT Smith, pointing out that the whānau leased much of their A14 beachside land for nominal rents. If they were prepared to sell, Field would give Smith's clients 'a better price than anybody else …'[1414] Field met with

[1412] Field to Kohiwi, 10 Sep 1923, FL, vol. 28, pp 160-161
[1413] Field to Huinga Hona, 5 Dec 1923, FL, vol. 28, p 336
[1414] Field to CT Smith, 18 Dec 1923, FL, vol. 28, p 363

Huirua in Wellington, after which he sent Smith a sketch map of the Ngapaki beachside land. He stressed the unproductive nature of the land, unless it was added to his residential development.[1415] Although we know little about the outcome of Field's pursuit of Kohiwi and Ngapaki land, we know that he included some of A14 and A26 in his subsequent expansion of Waimeha Township. His 1925 auction of a further 72 sections there continued his drive to the sea.[1416]

8.13 Elder's last years at Waimahoe, 1909-1919

During Elder's last decade at Waimahoe he featured in only one major Te Ātiawa/Ngāti Awa alienation. Since he continued his regular rental payments to the Parata whānau for C23 along the river, he continued to exercise what amounted to riverine ownership rights. Although Hira Parata contested these rights, Elder regulated fishing above the railway bridge into Reikorangi Village as a sort of self-appointed gamekeeper. For example, he notified visiting anglers that he would not permit them to use live bait, only artificial lures.[1417]

As previously indicated, Elder's brother-in law, Charles Morison, largely withdrew from Waikanae land acquisition after his 1912 appointment as King's Counsel, and after he turned over Māori cases to his capable new partner, David S Smith. During the World War I years Elder seldom corresponded with Morison. In May 1916, Elder loaned his brother-in-law £500 for five years at the generous rate of four percent interest. He even loaned the trading firm of Levins £4,000 at the very generous interest rate of three percent. His rival Field never exhibited such generosity in his financial dealings. Perhaps the fact that Levins handled his overseas transactions explained Elder's generosity. Elder believed that the New Zealand government saw his overseas income as a lucrative source of revenue, so his Levins loan may have been precautionary.[1418]

During 1914-1918 the Parata whānau attempted to regain control of the 800-acre C23 section by having it surveyed and subdivided under the Land Transfer Act in 1915. Prior to 1915 Elder leased most of what became the riverside lot 5 from the Parata whānau. Deposited Plan 3432

[1415] Field to CT Smith, 14 Mar 1923, FL, vol. 28, p 528-529
[1416] Macleans, *Waikanae*, p 88. How Field was able to include parts of A14 and A26 in his expanded Waimeha township remains a mystery.
[1417] Elder to CF Rainsford, 27 Oct 1909, EL, vol. 4, p 11; Elder to H MacDougall, 24 Nov 1910, EL, vol. 4, p 21
[1418] Elder to Morison, 16 May 1916, EL, vol. 4, p 51

(1915) created five lots and three rights of way from Reikorangi Road to the river.[1419] Elder in April 1918 acquired from Ngahurumoana Te Whiti, a grandson of both Te Whiti Rongomai and Wi Parata, the 120-acre riverside lot 5.[1420] Even though the Parata whānau retained control of the less valuable 69-acre lot east of the road, they yielded river access to Elder.[1421] The Elder family continued to command access to the river until they transferred C23 lot 5 to Charles and Wynyard Higginson in 1926.[1422]

Elder's health declined during the World War I years. He negotiated the terms of his will with Morison and Smith. Initially, he decided to provide for his family by selling the entire Waimahoe Estate of over 2,000 acres. Shortly before his death in 1919 he appears to have had second thoughts. He wrote to his executors that 'In the event of my selling out there will be no "Waimahoe" for my wife and daughter to reside in'.[1423] Nonetheless, Anne Elder, his widow, transferred most of Waimahoe to the Higginson brothers during the 1920s. They built Admiralty House as a fishing lodge on the river.[1424] After they vacated the old Waimahoe homestead, Sir Jack Harris, the head of New Zealand's leading import-export business, moved there with his wife in 1952. They renamed it Te Rama, indicating a light on the hill above Waikanae. The Harris's lived there until it burnt down in July 1996. Jack recorded this when he published his memoirs in 2007 at the ripe old age of 101.[1425]

Sir Jack Harris made no mention of either the Elder or the Field family in his memoirs. Nor does he mention the fine local history of Waikanae, the first edition of which Chris and Joan Maclean published in 1988.[1426] Sir Jack remarked that 'The family who bought Te Rama [Waimahoe] left the bush intact so that Maori down in the [Waikanae] village couldn't see the house, otherwise they would have burnt it down'.[1427] Perhaps Sir Jack sensed residual resentment among Te Ātiawa/Ngāti Awa over how the residents of the 'big house' on the hill apparently lorded over them for a century. When he moved to what had been Elder's Waimahoe

[1419] Deposited Plan [DP] 3432 (1915). The Chief Surveyor, Wellington, on 31 July 1916 certified the riverine features surveyed.
[1420] WN CT254/99 (11 April 1918)
[1421] WN CT301/87 (5 June 1923). Hira Parata transferred this land to the Hemi Matenga Estate a few days before. WN Transfer, No 153181 (29 May 1923)
[1422] WN CT 363/2-3 (5 July 1926)
[1423] Elder to E Wylie (Morison & Smith), 2 Jul 1919, EL vol. 4 p 63
[1424] Macleans, *Waikanae*, pp 51, 163
[1425] Sir Jack Harris, *Memoirs of a Century*, Steele Roberts, Wellington, 2007, pp 102-108
[1426] See Chris Maclean, *A Way with Words: A Memoir of Writing & Publishing in New Zealand*, Potton & Burton, Nelson, 2018, pp 44-61
[1427] Harris, *Memoirs*, p 107

homestead in 1952, he had already lived in a weekend holiday home at Waikanae Beach. Little did he know that he moved in the opposite direction to Field's drive to the sea thirty years earlier.

8.14 Conclusion

After the advent of the pro-freehold Reform government from 1912 to 1924, Te Ātiawa/Ngāti Awa fought a losing battle against alienation at Waikanae. Many Te Ātiawa/Ngāti Awa landowners there continued to live in Taranaki. They often clung to their Parihaka-inspired opposition to alienation. But it was little more than a rearguard action. From 1914 when Field returned to parliament as a Reform MHR, he attempted to freehold his Waikanae estate. Having reclaimed the dunes at the end of Beach Road, in 1923 he established beachside Waimeha Township community with the name. During 1912 to 1924 Field connected a variety of strategically placed acquisitions along Beach Road from the main road north to the sea to consolidate his Waikanae estate.

Chapter 9. The path to dispossession

9.1 Introduction

Field's consolidation of his Waikanae estate during the first half of the twentieth century, flew in the face of Liberal statutory anti-aggregation limits. John McKenzie designed the Land Act 1892 to prevent a single individual from acquiring over 640 acres of first class, and 2,000 acres of second class land. The Liberal government in 1900 applied these limits to the purchasers of Māori land. Yet, the Crown subsequently allowed the Field family to evade these limits by dividing their combined estate of more than 3,000 acres between four individuals. This acreage represented about 16 percent of the 19,000 acres of Ngarara West A and C in private ownership after the 1891 Reikorangi Crown purchases. WH Field's wife, Isobel, left everything about the operation of Ngarara and Tini Farm to her husband, even though he registered almost all its titles in her name. The various Crown agencies involved, nonetheless, took no effective action to limit the expansion of the Field estate. During the mid-1920s, when Te Ātiawa/Ngāti Awa had already lost 80 percent of their Waikanae land, the Field family conservatively valued their assets at £40,000. By 1936-1937 Field increased this estimate to over £43,000. [1428] In the absence of Crown action in this regard, Field succeeded in disaggregating the Te Ātiawa/Ngāti Awa ki Kapiti estate almost to the point of extinction.

9.2 Stocktake, 1935-1937

After Field finally retired as Ōtaki MHR in 1935, he conducted a review of his recorded assets and liabilities like that he conducted in early 1902. Hannah Field and Hira Parata's criticism of the alleged inaccuracy of his bookkeeping prompted the 1902 review.[1429] His political retirement gave Field the time to catalogue the property he and his family accumulated between 1890 and 1935. Field's 1935-1937 stocktake produced a composite balance sheet. I have simplified it in the tabular presentation below:

[1428] Ngarara West Alienation Tables, Draft Walghan Block Research Narrative, (December 2017), vol. 1, p 271; Isobel Field Affidavit, 17 Jan 1945, AAOM 6030/164; Macleans, *Waikanae*, p 86; FL, vol. 20, pp 25, 37, 56-57, 72

[1429] Field to Hannah Field, 26 Mar 1902, FL, vol. 8, pp 490-491; Field to Moorhouse & Hadfield, 23 May 1902, FL, vol. 8, pp 645-646

Owner	Section	Acreage	Govt. valuation
WH Field	NWA pt 76	77	£1,130
	NWA 39	39	£1,450
	NWA 40	43	"
	NWA 43	42	£415
	Muaupoko A3	110	£3,840
Subtotals		***311***	***£6,935***
IJ Field	NWA pt 37	315	£6,725
	NWA 38	194	"
	NWA 41	41	£495
	NWA 44	41	£495
	NWC9-10; NWA48-50, 55	966	£9,960
Subtotals		***1,557***	***£17,675***
WGH Field	NWA pt 77	118	£1,758
	NWA 27&34	21	£185
	NWA 45	175	£2,428
	NWA 36	265	£420
	Kukutauaki 1A	50	£363
	Kukutauaki 1B 2&3	379	£2,420
Subtotals		***1,008***	***£7,154***
JA Field	NWC7-8	290	£1,425
Native leaseholds	NWA pt77	139	
	NWA pt48	86	
Subtotal		***225***	
Total		**3,101**	**33,189**

Table 15: Field family interests, 1935-1936

(Source: FL, qMS-0764, pp 37, 72)

Expenditure	Amount £
Farm wages	£1,415
Shearing	67
Subtotal	***£1,482***
Maintenance expenditure	
Sand Drifts	179
Drainage	40
Fencing	297
Weeding	78
Subtotal	***£594***
Total (wages & maintenance)	**£2,076**

Table 16: Field farm wages and maintenance, 1936-1937

(Source: FL, qMS-0764, pp 49, 63-64)

Farm	Sheep	(£ value)	Cattle	(£ value)	Horses	(£ value)
Ngarara	2,322	3,361	352	1,044	29	489
Tini	1,699	3,030	172	1197	12	422
Beach Rd			52	446	3	249
Totals	**4,021**	**6,391**	**576**	**2,687**	**44**	**1,160**
Total value (all stock)		**£10,238**				

Table 17: Field livestock, 1936-1937

(Source: FL, qMS-0764, pp 25, 56-57)

Farm	Receipts £	Expenditure £	Credit £
Ngarara	7289	6975	284
Tini	6510	6248	262
Beach Rd	1046	1025	21
Total £	**14,845**	**14,248**	**567**

Table 18: Field balance sheet, 1936-1937

(Source: FL, qMS-0764, pp 78-82)

9.3 Field's map, c1936

In addition to cataloguing his assets in writing, Field compiled a visual record of his family's estate. He took a 1920s Lands and Survey Department cadastral map of the Waikanae area as his base.[1430] On this printed map he shaded in pencil the Field sections. According to Chris Maclean, Field kept this visual record at his homestead. It remained there long after his December 1944 death. A local teenager, Paul Dixon, found it as he rummaged through the derelict building during the 1960s. Fortunately, Paul took it home just before the old Ngarara homestead went up in flames. Twenty years later he shared it with Chris and Joan Maclean. They reproduced it for both the 1988 and the 2010 editions of their local history.[1431]

This map, reproduced below in simplified form, allows us to establish the extent of the three farms of the Field estate, and the location of Waimeha Township at the beach. Field's shading of Ngarara Farm included Kawakahia lake/lagoon, two-thirds of Kukutauaki, and the surrounding A sections. The Beach Road Dairy Farm appeared to include some of the small

[1430] The base map appears to be a slightly modified version of the 1925 edition of NZMS 13, sheet 68 (Waikanae).
[1431] Macleans, *Waikanae*, pp 118-119; Maclean, *Way with Words*, p 49

sections Field acquired on his 1912-1924 drive to the sea. Tini Farm apparently occupied the Otaihanga area south of the river along the railway and main road north. The Macleans calculated that Ngarara Farm occupied 'just over 2000 acres', and that Tini Farm occupied 'about 1000 acres'.[1432] The 1935-1936 receipts for the Beach Road Dairy Farm declared that it covered 151 acres.[1433]

9.4 Local economic impact

By the 1930s the Field Farms, together with Waikanae and Waimeha Township services, dominated the local economy. Previously, Brown's Paetawa flaxmill provided Te Ātiawa/Ngāti Awa with steady year-round employment both as cutters, and as mill workers. At its peak, the Paetawa mill employed 30 predominantly Te Ātiawa/Ngāti Awa workers. They daily cut 10-12 tons of flax from the wetlands between Paetawa and Kawakahia, which the mill processed at the rate of one ton of fibre each day. This flax production dominated the Te Ātiawa/Ngāti Awa ki Kapiti cash economy during the first two decades of the twentieth century.

But ecological changes (covered below), and a collapse of the global market conspired to kill Paetawa flax production in 1930.[1434] Railway/road work, fishing and seasonal work on local farms thereafter became the chief source of Te Ātiawa/Ngāti Awa employment. The 1936-1937 Field wages and maintenance return indicated that the family spent about £2000 annually on farm labour (including shearing).[1435]

[1432] Macleans, *Waikanae*, p 86
[1433] Beach Road Dairy Farm receipts 1935-1936, FL, qMS-0764, p 26
[1434] Macleans, *Waikanae*, pp 202-204
[1435] Field wages & maintenance, 1936-1937, FL, qMS-0764, pp 49, 63-64

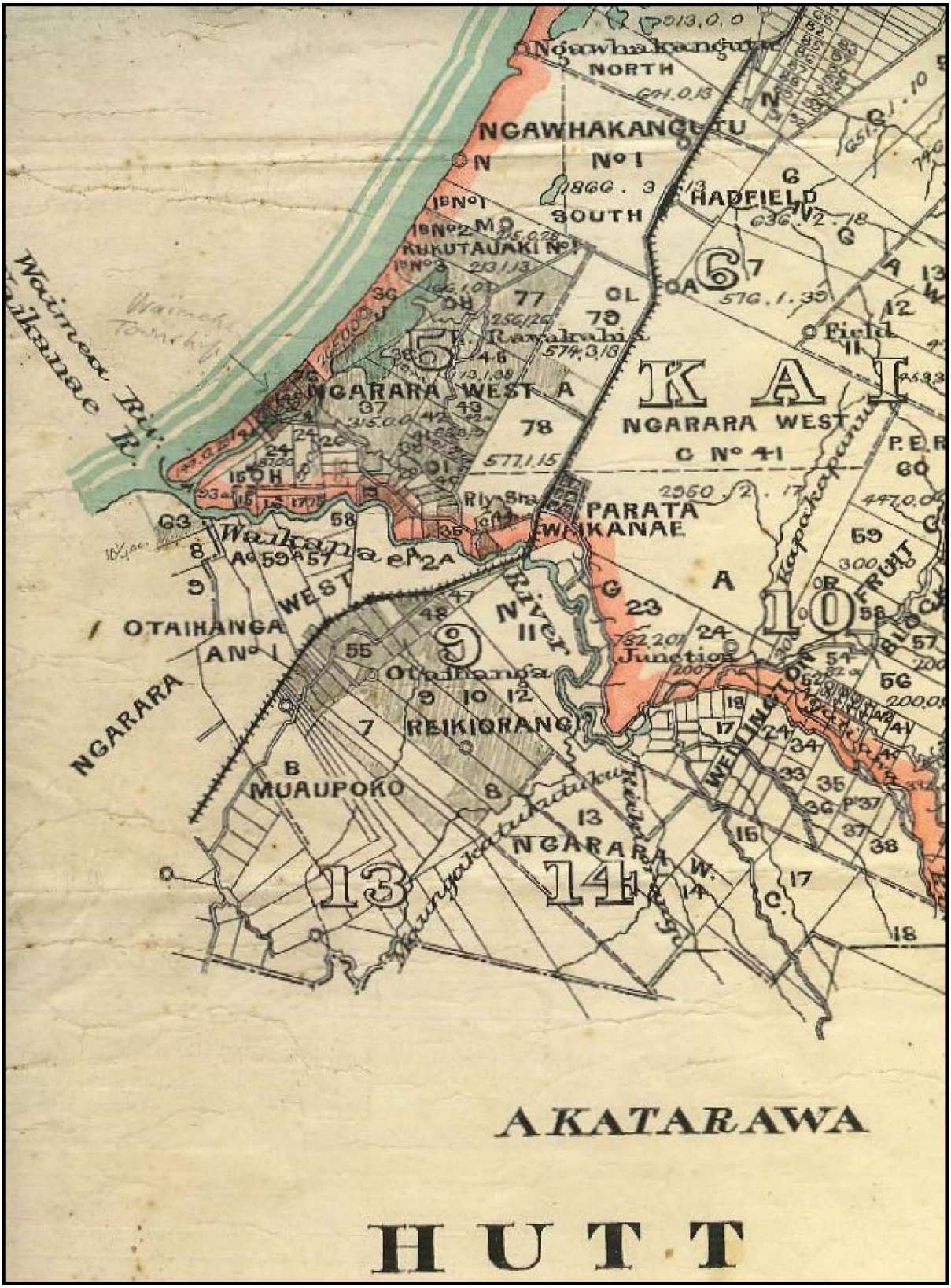

Figure 43: Field's map c.1936

9.5 Transformation of drainage patterns

Field played a leading role in the construction and maintenance of the diagonal drain during the early twentieth century. Yet the severity of this drainage eventually destroyed the ancient wetland ecology of the Waikanae area. Field greatly modified other features of local hydrology. Prior to 1914, he pressured the HCC to lower the level of Kawakahia lake/lagoon. Then, in 1923, he convinced the HCC to allow him to pump fresh water 15 feet above the Waimeha Stream to provide the beachside sections with a reticulated water supply.[1436] This, and his dune reclamation work, must have altered the level of the subterranean water table.

Although Field's vigilant monitoring of Paetawa pollution preserved water quality, he pushed drainage so hard that he eventually contributed to the demise of the local flax industry. The Macleans described the cause and effect relationship between drainage and the end of local flax production:

> Regular flooding had protected the flax plants from insects, but the draining of the swamps prevented this. As a result, pests such as the yellow leaf bug and the flax grub destroyed large areas of flax. Disease, coupled with the rapid drop in export prices for flax fibre after the First World War, destroyed the flax industry. In 1930, Brown's [Paetawa] mill closed.[1437]

The map below, entitled Ngarara West and 2018 wetlands, shows how today only the Te Manu Sanctuary survives from what Mahina-a-Rangi Baker recently described as a predominantly wetland ecology.[1438] Field felt justifiably proud of preserving Bush Reserves, and fighting for effective flood protection. But, he, more than anyone else, drained the ancient Waikanae wetlands.

[1436] Field to Chmn, HCC, 2 Oct 1923, FL, vol. 28, p 208
[1437] Macleans, *Waikanae*, p 204
[1438] Mahina-a-Rangi Baker evidence, 22 Apr 2015, Wai 2200, #4.1.10, p152

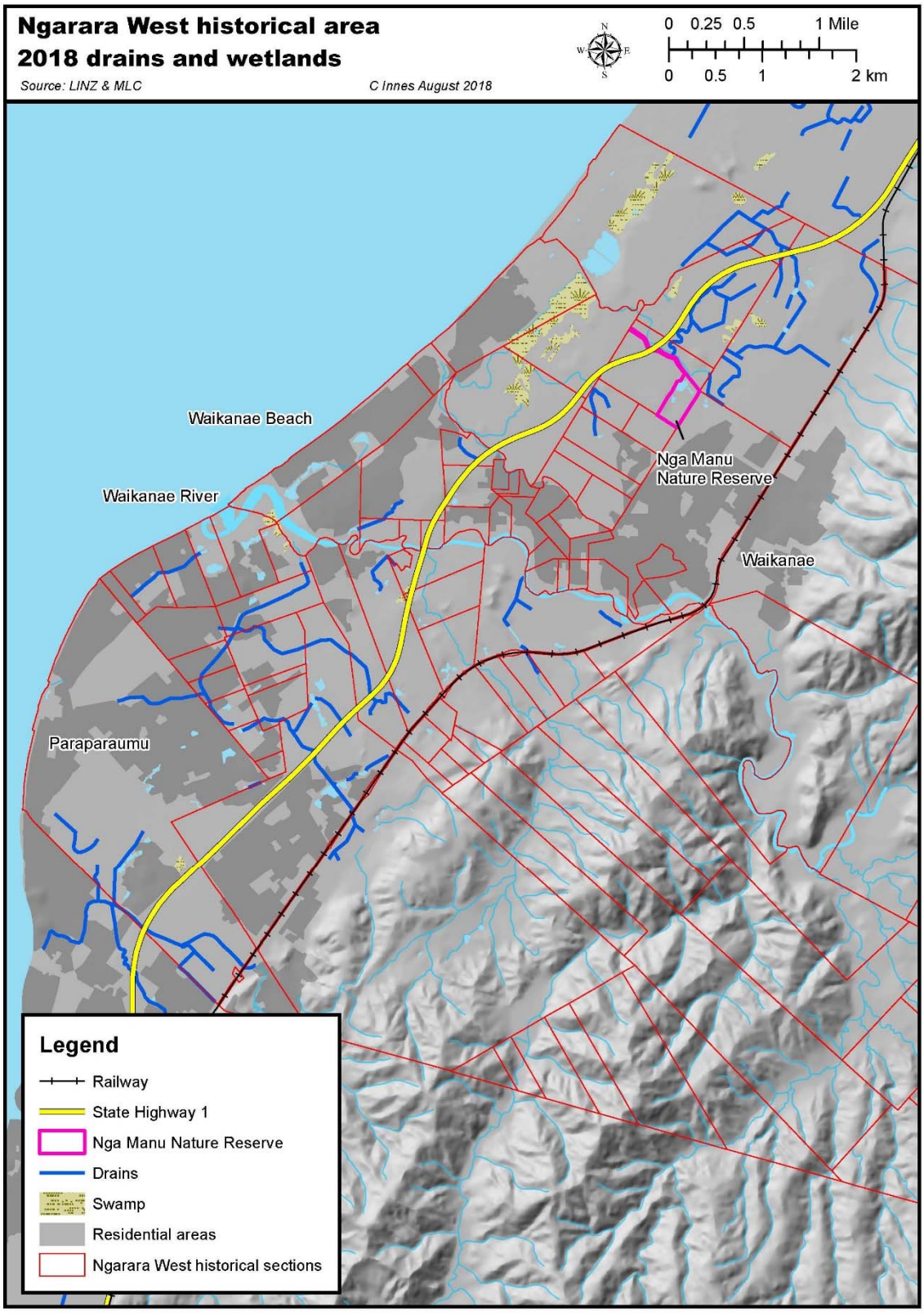

Figure 44: Ngarara West historical area with 2018 drains and wetlands

9.6 Present-day landlessness

Field's almost compulsive alienation of Te Ātiawa/Ngāti Awa land after 1890 must rank as a major cause of Te Ātiawa/Ngāti Awa landlessness today. The Macleans used the term 'compulsive' in relating how Field told his son Peter, 'whenever I have bought land I have done the right thing, and every time I've sold it I've made a mistake'. In the Macleans' words he would routinely 'buy a piece of land and then immediately mortgage it to raise money to buy more'.[1439]

The strategic pattern of Field's alienations inevitably marginalised Te Ātiawa/Ngāti Awa. He ensured public road access to most of his sections, while many Te Ātiawa/Ngāti Awa sections lacked such access. He triumphed over Elder in the 1906 Supreme Court case that made Ngarara Road a public thoroughfare. As Elder suspected, he did so mainly to benefit his Ngarara Farm. His 1912-1924 drive to the sea along Beach Road helped connect both his Dairy Farm and his beachside 'Township' to the national roading network. While Elder opposed Ngarara Road in 1906, he later ensured his own right of way from Reikorangi Road to the river.[1440]

On the other hand, Te Ātiawa/Ngāti Awa sought their own private rights of way northward from Reikorangi Road through the Parata-owned C23 to the timber on C41 (also Parata land) just east of today's Hemi Matenga Reserve.[1441] This 1,400-acre area of forested Te Ātiawa/Ngāti Awa land today represents the only substantial area of Māori land in the Waikanae area. Yet it remains 'landlocked', without the public road access necessary to support commercial forestry.[1442]

Field's strategic alienations followed on established colonial pattern known as 'spotting'. Lower North Island runholders such as Sir Donald McLean and Charles Pharazyn perfected this art. In the words of international historian John Weaver, the practice involved:

> selecting freehold sections at valley entrances, at river fords, coastal landing places, or timber lots. 'A covetous neighbour could try to force another off a run by ringing the

[1439] Macleans, *Waikanae*, p 87
[1440] See DP 3432, 1915, showing three such rights of way from Reikorangi Road to the river, including Loves Corner, Elder's favourite fishing spot, adjacent to Reikorangi Village.
[1441] Also shown on DP 3432, 1915
[1442] See aerial photograph of this land, Pts Ngarara West C41, east of the Hemi Matenga Reserve, below.

homestead with purchased acres, or buying blocks of land to cut off access to back country or Māori lands. [1443]

For Field at Waikanae, spotting meant careful selection of well-watered grazing land, with public road access, shelter belts, fencing, and drainage. Once he acquired the best sections along Beach Road, for example, he could easily buy out his neighbours, if he was so inclined. Our map of the Field estate in about 1936 illustrates this connectedness. The map of Ngarara West land tenure at 1900 (Figure 35: Ngarara West 1900), stands in stark contrast. It shows a largely disconnected pattern of Field holdings. The reverse is true of Te Ātiawa/Ngāti Awa. Their land at A appeared connected in 1900, just as the last remaining substantial area (C41) is distinctly disconnected today. That contrast may be attributable to Field's spotting of the best sections during the 50 years following 1890.

9.7 Conclusion

Field consolidated his Waikanae estate during the first half of the twentieth century, apparently in defiance of statutory anti-aggregation limits. Section 96 of the Land Act 1892 disallowed the acquisition by a single individual of over 640 acres of first class, and 2,000 acres of second class land.[1444] The Maori Lands Administration Act 1900 applied these limits to the purchasers of Māori land.[1445] Yet, the Crown allowed the Field family to evade these limits by dividing their estate of more than 3,000 acres between four individuals. While this may not have violated the letter of the law, it was certainly a contrived division. WH Field conducted almost all the correspondence with officials regarding the family estate. His wife, Isobel, left everything about the operation of Ngarara Farm to her husband, even though he registered almost all its titles in her name. Surely, the various Crown agencies, involved, and the Public Trustee, knew what was afoot, but they took no effective action to limit the expansion of the Field estate. Thus, when WH Field died in 1944, Isobel declared the value of his assets to be £10,000. Twenty years earlier the family assets were conservatively valued at £40,000, and in 1936-1937 Field valued his family's property and livestock at over £43,000. [1446] Thus, in

[1443] On McLean and Pharazyn, see Ray Fargher, *The best man who ever served the Crown?*: *A Life of Donald McLean*, Wellington, Victoria University Press, 2007, p 240; and John C Weaver, 'Frontiers into Assets: The Social Construction of Property in New Zealand', *Journal of Commonwealth and Imperial History*, vol. 27, No. 3, September 1999, p 45

[1444] Section 96, Land Act, 1892, *SNZ*, 1892, No 37, p 229
[1445] Section 26 (1), Māori Lands Administration Act, 1900, *SNZ*, 1900, No 55, p 476
[1446] Isobel Field Affidavit, 17 Jan 1945, AAOM 6030/164; Macleans, *Waikanae*, p 86; FL, vol. 20, pp 25, 37, 56-57, 72

consolidating his own estate, Field succeeded in reducing the Te Ātiawa/Ngāti Awa ki Kapiti estate to a series of disconnected fragments of land.

The voluminous Field letter books, moreover, provide glimpses of how the family sometimes failed to honour their tax obligations to the public. The Assistant Crown Solicitor in August 1923 found Isobel owing £645 in unpaid taxes.[1447] Using his legal expertise, Field kept his family's tax arrears under control during the 1920s, but these arrears began to catch up with him during the 1930s.[1448] Surely, Te Ātiawa/Ngāti Awa ki Kapiti were entitled to expect that the Crown would vigorously enforce Field's compliance with his tax obligations. Such enforcement could have yielded them some protection. On the other hand, the Commissioner of Taxes, like most other senior government officials during most of the first four decades of the twentieth century, lacked sufficient administrative support. And Field took full advantage of the weakness of a puny New Zealand public service.

The tiny Lands and Deeds office in Wellington suffered a great deal from inadequate staffing. It lacked any capacity to monitor compliance in lease and title registration. Field registered few of his leases there, and he registered many of his purchases years after the original transaction. He registered William Chapple's A37 (315 acres) purchase three years after the original transaction, and almost three years after NLC Judge Mackay confirmed the alienation from its Te Ātiawa/Ngāti Awa owner.[1449] Then, Field apparently registered Hannah Field's Otaihanga titles two years after his brother Charley purchased them from her on her deathbed in the presence of retired NLC Judge Gilbert Mair.[1450]

Essentially, neither the understaffed Lands and Deeds office, nor the overworked NLC/DMLB bureaucracy could effectively monitor Field's complex, and often poorly documented alienation activities. He left what may well be the largest twentieth century private collection of Māori land-related records held at the Alexander Turnbull Library. Alas, even today it is still almost impossible to get to the bottom of many of his Te Ātiawa/Ngāti Awa ki Kapiti land transactions.

[1447] Field to Asst Crown Solicitor, Wgt, 30 Aug 1923, FL, vol. 28, p 135
[1448] Field to Cmr of Taxes, 1 Feb, 4 Sep, 26 Oct 1934, 14 Aug 1935, FL, vol. 33, pp 70, 293, 325, 775-777; Field to Cmr Taxes, 30 Jun 1939, 12 Jan 1940, FL, vol. 34, pp 369-370, 460
[1449] CT WN127/54; BRN, p 103
[1450] Gilbert Mair evidence, 1 Nov 1904, Wellington MB, vol. 13, pp 153, 155, 161, 164; CT WN149/147-148. See Figure 37, Hannah Field's posthumous titles, 1906

Chapter 10. The Court, the Board, the Crown and Ngarara West

10.1 Introduction

The following traces the official response to twentieth century Ngarara West alienation. Firstly, it examines the Crown's statutory obligations, particularly those arising from the Native Land Act 1909. The Crown charged the Native Land Court and a District Maori Land Board with monitoring compliance with this obligation. The effectiveness of the Court and Board, however, depended partly on the commitment of different judges (who presided over the Board) to ensure the protection of Te Ātiawa/Ngāti Awa ki Kapiti. I examine the actions of Judges Gilfedder, Harvey, and Shepherd in this regard. The chapter concludes with an account of alienation as it occurred in four separate sections within Ngarara West. These 'section stories' begin in the eastern hill country near the Tararua divide. They end with the story of A78 residential lots near today's Waikanae commercial centre.

10.2 Statutory obligations after 1909

Section 2 of the Native Land Act 1909 established the Crown's key statutory obligations to safeguard Maori land during the twentieth century. This section defined as a 'Landless Native' a Maori person 'whose total beneficial interests in Native freehold land . . . [were] insufficient for his adequate maintenance'. Section 220 of the same Act prevented either the NLC, or a District Maori Land Board, from confirming an alienation unless it was 'satisfied' that the Maori person affected would not thereby 'become landless . . .' The same section also reiterated that alienation could not be 'contrary to equity or good faith, or to the interests of the Natives alienating'. Section 373 prevented the Crown from purchasing land unless it was 'satisfied that no Native' was thereby rendered landless.[1451]

Section 217 of the 1909 Act transferred the power to confirm alienations in the North Island from the NLC to District Maori Land Boards.[1452] After 1913 NLC Judges and Registrars operated as Maori Land Boards within their respective districts. The Native Land Amendment Act 1913 passed by Massey's Reform government also allowed NLC Judges to deal with

[1451] Sections 2, 220, 373, Native Land Act 1909, *SNZ* 1909, No 15, pp 162, 208, 249
[1452] Section 217, Native Land Act 1909, *SNZ* 1909, No 15, p 207

alienation matters in either the Land Boards, or in the NLC.[1453] These statutes charged the Crown with solemn obligations to safeguard Maori land actively during the twentieth century.

10.3 Native Land Court/District Maori Land Board monitoring

After the Reform Government's Native Land Amendment Act 1913 allowed them to operate in tandem, the NLC and Distrct Maori Land Board (DMLB) confirmed the alienation of Māori land.[1454] Much of the NLC/DMLB monitoring documentation of Waikanae transactions remained incomplete and confusing. Field earlier complained to the NLC registrar in February 1912 about the delayed confirmation of transfers at A18 and 39, halfway along Beach Road. He demanded that the A18 transfer from the Maeke whānau 'be registered immediately or a considerable loss and inconvenience will ensue [sic]'.[1455] Walghan Partners do not record the Maeke whānau A18 transfer in their alienation lists. They date the A39 transfer of 39 acres at 10 August 1909, which evidently failed to account for the subsequent two-and-a-half-year delay in confirmation.[1456]

Certainly, the NLC/DMLB confirmation process could be extremely cumbersome. Field's acquisition of the Waikanae sale yards (A78, lots 1-2) illustrates this. Field initiated repeated efforts to confirm the transfer of these strategically-located lots from Hira Parata during 1910-1916. The published confirmation record of those years reads like a set of duplicates. The first April 1910 Gazette notice authorised NZL to purchase A78 lot 2 from Parata. It referred to how the Native Land Act 1909 authorised the Governor to confirm a purchase 'in the public interest', since this was the site of the Waikanae sale yards.[1457]

Three other Gazette notices for A78 followed. A June 1911 notice authorised Parata's £7,000 NZL mortgage, guaranteed by Field and Luckie, of 547 acres at A78.[1458] Three years later, in May 1914, another Gazette notice issued an almost identical consent to mortgage what appeared to be the same land.[1459] Finally, a March 1916 Gazette notice repeated the Governor's

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[1453] Sections 23 (1), 27 (1), Native Land Amendment Act 1913, *SNZ* 1913, No 58, pp 320, 320-321; Butterworth & Young, *Maori Affairs*, pp 69-70
[1454] See Williams, *Te Kooti Tango Whenua*, p 242
[1455] Field to Registrar, NLC Wgtn, 1 Feb 1912, FL vol. 17, pp 14-15
[1456] See BRN, pp 103 & 115
[1457] Order in Council, 7 Apr 1910, *NZG*, 12 May 1910, p 1415
[1458] Order in Council, 7 Jun 1911, *NZG*, 29 Jun 1911, p 2048. Detailed mortgage information is revealed in Pres, Ikaroa DMLB to US Native Dept, 8 Jun 1911, ACIH 16036/1053
[1459] Order in Council, 7 Apr 1914, *NZG*, 7 May 1914, p 1951; Pres., Ikaroa DMLB report, 27 Mar 1914, ACIH 16036/1120

consent to alienate the same land, without explaining why it apparently duplicated three previous notices. Only unpublished Ikaroa DMLB documentation revealed that its president needed to verify that Parata possessed 'other land sufficient for his maintenance …', as required by section two of the Native Land Act 1909.[1460]

Te Ātiawa/Ngāti Awa and other members of the public can only have been confused by such duplicate notices. To add to the confusion, three of the four notices gave slightly different Ngarara West A78 acreages. None of the notices disclosed how Field used proxies to secure the sale yards for himself as late as July 1916. In that month he wrote to Herbert Freeman, and to Michael Delmuth, to bid for him on A78 lots 1-3 at a 19 July Ōtaki auction.[1461] Having won the bid through his proxies, Field attempted to profit from the resale of about half the 150 acres purchased.[1462] At this point, however, NLC/District Maori Land Board confirmation requirements forced him to wait for a repeat of the processes duplicated in Gazette notices between 1910 and 1916.[1463] Field's use of proxies to acquire A78 lots 1-3 appears to be an example of the 'dummyism' that section 83 of the Land Acts of 1877 attempted to outlaw. That section required purchasers to declare that they purchased for their own 'exclusive use and benefit' and for no one else 'whomsoever'.[1464] The Crown and NLC evidently failed to detect this 'dummyism'.

Te Ātiawa/Ngāti Awa occasionally sought NLC assistance when they believed that Field treated them unfairly. Rakapa Te Puke, Morehu's wife, complained to NLC Judge Gilfedder, that Field deducted Arapawa Island purchase money from her Waikanae account. Field evidently convinced Gilfedder, a former Liberal MHR, that his was a reasonable deduction for covering the cost of repairing the whānau's Otaihanga cottage.[1465]

[1460] Order in Council, 2 Feb 1916, *NZG*, 2 Mar 1916, p 635; Judge Rawson verification, 19 Aug 1909, ACIH 16036/1150
[1461] Field to Herbert Freeman, 17 Jul 1916; Field to Michael Delmuth, 17 Jul 1916, FL, vol. 22, pp 856-857
[1462] Field to NZL, 31 Jul, 28 Aug 1916, FL, vol. 22, pp 903, 1004-1006
[1463] Field to Public Trustee, 31 Aug, 7 Sep 1916, FL, vol. 23, pp 5, 25
[1464] Section 83, Land Act 1877, *SNZ*, 1977, p 175
[1465] Rakapa Te Puke account, 21 May 1913; Field to Gilfedder, 21 May 1913, FL, vol. 18, pp 137-138

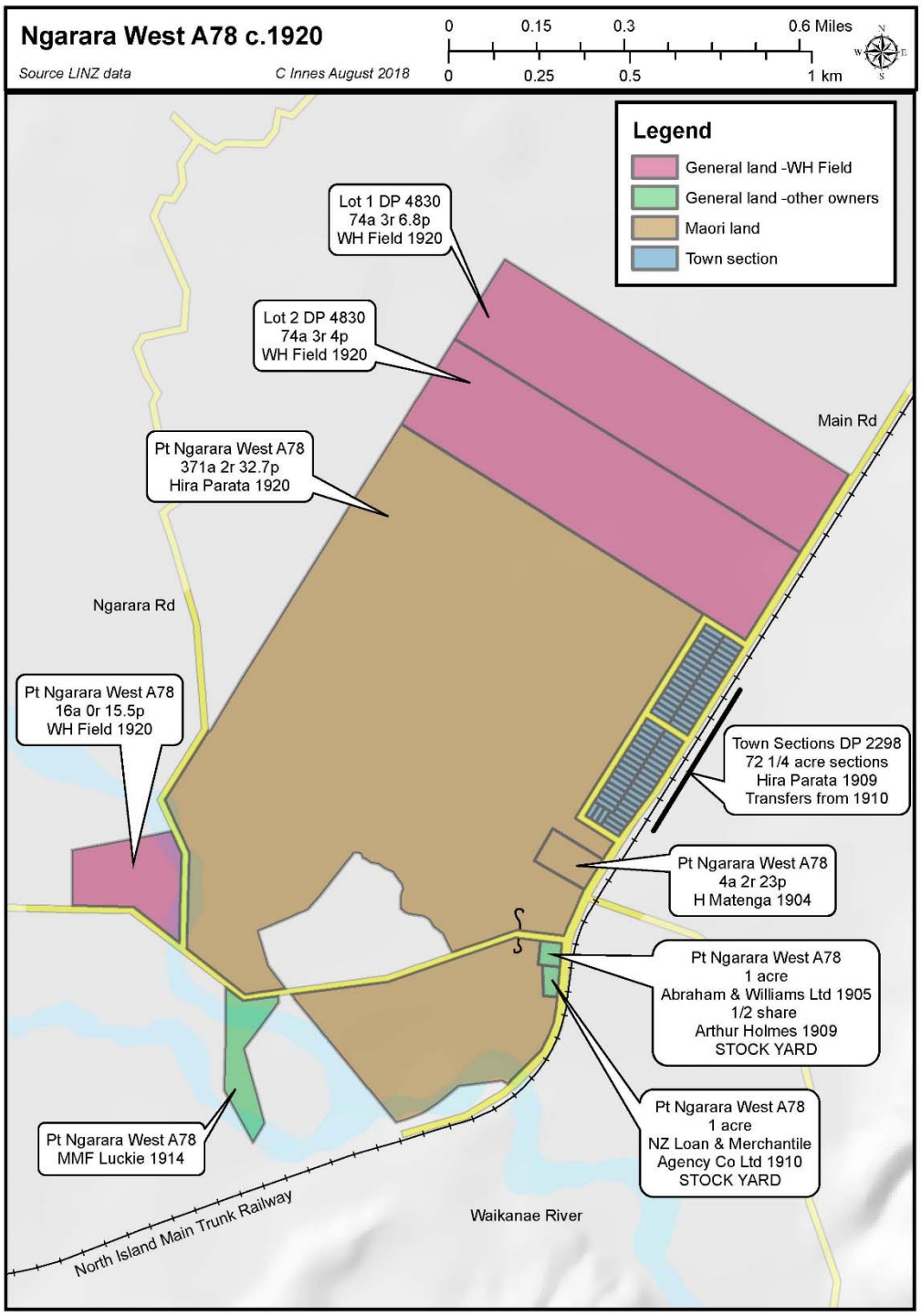

Figure 45: Ngarara West A78 c.1920

10.4 The Ikaroa District Maori Land Board at work

During most of the first half of the twentieth century the Ikaroa District Maori Land Board operated out of the NLC Wellington head office. Its district included much of Horowhenua as well as Kapiti, Hawkes Bay, Wairarapa, Wellington and the South Island. From 1910 until 1933, Judge Michael Gilfedder served almost continuously as its President. Gilfedder was an

1896-1902 Liberal MHR from Southland prior to his 1907 NLC appointment. A decade or so later he left his mark in judicial history by determining title to the bed of Lake Waikaremoana in controversial circumstances.[1466]

While Gilfedder entered into some sort of private Ngarara West mortgage arrangement with WH Field during 1914, his role as Board president required his scrutiny of Maori mortgages.[1467] Prior to 1914 he confirmed a series of Maori mortgages at Ngarara West. Sections 23-231 of the Native Land Act 1909 required Governor-in Council approval of all private mortgages of Native land.[1468] He confirmed a Whakarau Te Kotua mortgage to WH Field over A25 and A46B land in October 1910.[1469] Similarly, Gilfedder confirmed Hira Parata's complex mortgage arrangements within the A78 township area between 1911 and 1916.[1470]

During the 1920s Gilfedder confirmed multiple mortgages for Winara Parata, even though Winara resided in Wellington and worked for the Harbour Board there. He confirmed Winara's £200 mortgage to Paetawa flax miller, AA Brown, for Winara's 16 acres at A79, just north of Paetawa.[1471] Gilfedder confirmed another £100 Winara mortgage to the Hemi Matenga Estate trustees for Part C41 land near the Parata Native Township in October 1926.[1472] Hemi Matenga inherited much of his late brother's C23 and C41 land in 1907. Hemi's November 1911 will then created a trust to administer this estate.[1473] He appointed two Nelson-based Pākehā businessmen, Malcolm Webster and Thomas Neale, as his trustees. He named Wi Parata's children and grandchildren as principal beneficiaries, Matenga gave his trustees 'absolute discretion' to alienate parts of the estate, and to invest the proceeds, as they sought fit. Astonishingly, he neglected to require them to report their trust management decisions to the beneficiaries. Perhaps he assumed that trustees had a legal obligation to report to beneficiaries,

[1466] For the controversial circumstances of Gilfedder's Waikaremoana title determinations, see Waitangi Tribunal, *Te Urewera*, 2017, vol. 6, pp 2745, 2801, 2810, 2816-2820, 2829, 2847-2849, 2856
[1467] Field to Public Trustee, 20 Jul 1914, FL vol. 19, p 477
[1468] Sections 230-231, Native Land Act 1909, *SNZ*, 1909, No 15, p 211
[1469] Confirmation of Te Kotua's A25 & A46B mortgage, 27 Oct 1910, ACIH 16036, MA 1/1038
[1470] Confirmation of H Parata's Pt A78 mortgages, 8 Jun 1911, 27 Mar 1914, 1 Feb 1916, ACIH 16036, MA 1/1053, 1120, 1150
[1471] Confirmation of Winara Parata's Pt A79 mortgage, 20 Jan 1920, ACIH 16036, MA 1/1224
[1472] Confirmation of Winara Parata's Pt C41 mortgage, 28 Oct 1926, ACIH 16036, MA 1/1402
[1473] Hemi Matenga will, 22 Nov 1911, ABRP 6844, 59/6/01/2001, pt 3

but RN Jones, the Native Department Undersecretary and NLC Chief Judge, thought otherwise.[1474]

Gilfedder's Registrar, FV Fordham, subsequently discovered that Winara planned to use the C41 loan to set up a fish shop in Manaia, Taranaki, while he continued to work for the Wellington Harbour Board. Nonetheless, both Gilfedder and Native Undersecretary RN Jones, both confirmed the Part C41 mortgage. [1475]A year later the Board and Native Department again approved further financial assistance for Winara's planned seafood business. On this occasion, Native Minister Coates approved another £100 mortgage loan from the Hemi Matenga Estate trustees, apparently based on Winara having sold a good proportion of his shares in Part C41 land. Although Coates knew that Winara had fallen behind with his Wellington home mortgage payments, he promptly approved his new mortgage.[1476]

Two years after the Ikaroa Registrar first discovered that Winara sought loans to finance his projected seafood business, Winara wrote again to Coates for an additional Native Department loan. This time Winara declared his intentions. He sought a £300 loan to purchase a van for transporting fish. Coates contacted Jones. Jones, in turn, asked Native Department official Kingi Tahiwi to make '. . . discrete enquiries as to . . . [Winara's] character and [into] the desirability of assisting him . . .'[1477] Tahiwi, a Ngati Raukawa tribal leader from Ōtaki, got Sir Maui Pomare to vouch for Winara's good character. The distinguished Coates cabinet member 'stated that given a reasonable chance he [Winara] will make good' on his loans. George Shepherd, for the Native Department, negotiated the purchase of Winara's van in early 1939. About a year later, however, Shepherd recorded that Winara's seafood 'business did not last long and the van is now used for joyriding etc. . . .' [1478] The Crown's investments in Winara's private business therefore failed to generate economic development either for his whānau, or for his Waikanae community. Winara could not successfully hold down a full-time Wellington Harbour Board job, while developing a Taranaki fish business.

[1474] RN Jones, Undersecretary, Native Dept to Native Minister, 28 Feb 1923, AAVN 869, box 239, 54/16/11, pt 1

[1475] Fordham to Undersecretary, Native Dept, 5 Nov 1926; Jones to Native Minister, 18 Nov 1926, ACIH 16036, MA 1/1402

[1476] Winara Parata to Coates, 7 Jul 1927; Johnson, Beere & Co financial statements, 20, 28 Jul 1927; Coates memo, 5 Aug 1927, ACIH 16036, MA 1/1469

[1477] Winara Parata to Coates, 22 Nov 1928; Jones to Tahiwi, 30 Nov 1928, ACIH 16036, MA 1/1469

[1478] Tahiwi to Jones, 6 Dec 1928; GP Shepherd to Canadian Knight & Whippet Motor Co, 21 Feb 1929; Shepherd memo, nd, ACIH 16036, MA 1/1469

The Ikaroa DMLB recorded its examination of conventional land transfers in a very sketchy minute book after 1921. Judge Gilfedder began his Ngarara West entries in this minute book with a 19 January 1922 hearing. His clerk conveniently pasted into it the printed list of numbered applications advertised for hearing in the most recent *Ko Te Kahiti o Niu Tireni* issue. The minutes following consisted of brief entries corresponding to the printed numbers.[1479] Neither the *Te Kahiti* notices, nor the minute book entries revealed the acreage of the proposed transfer or 'hoko'. Advertised leases or 'riihi' similarly omitted acreage and duration information. In many cases, *Te Kahiti* re-advertised the same applications on several occasions. For example, Peti Tamihana's application for the Board to confirm his transfer of land within A54A to John H Field appeared in eight consecutive issues of *Te Kahiti* between January 1923 and February 1924. Yet the Board's minute book indicated that this repeatedly advertised application never proceeded to hearing.[1480] This pattern repeated itself in 1924 and 1925 when *Te Kahiti* advertised Wi Ritatona's transfer and lease of A42 land to Geoffrey Field on three separate occasions. Evidently, this application, too, never proceeded to hearing. Consequently, these alienations remained unconfirmed.[1481]

During the 1920s when Gilfedder remained President, alienation applications to the Ikaroa Board dwindled. Winara Parata's application for a Hemi Matenga Estate mortgage over Part C41 appeared as the only Ngarara West application in *Te Kahiti* during 1926. Hinekomata Parata's application for confirmation of her A79 lot 2 transfer to LF Brown stood as the sole Ngarara West application during 1927.[1482] During 1927 *Te Kahiti* advertised no Ngarara West applications. On the other hand, during 1929, the Hemi Matenga Estate trustees advertised six applications.

By 1929 the Hemi Matenga Estate trustees began attempting to transfer land to the surviving beneficiaries. But the Ikaroa Board minutes, again, failed to record any action on these six applications.[1483] Consequently, Gilfedder's clerk, or Gilfedder himself, recorded no recommendations for confirmation of alienations, and no refusals to confirm, in the Ikaroa Maori Land Board minute book during the years between 1922 and 1930. He confined most of

[1479] *Ko Te Kahiti o Niu Tireni*, 15 Dec 1921, p 695; Ikaroa District Maori Land Board (IKMLB) minute book, 19 Jan 1922, vol. 10, pp 10-12
[1480] *Ko Te Kahiti o Niu Tireni*, 11 Jan, 1 Mar, 26 Apr, 28 Jun, 30 Aug, 24 Oct, 20 Dec 1923, pp 13, 103, 209, 297, 400, 488, 568; *Te Kahiti*, 28 Feb 1924, p 80
[1481] *Ko Te Kahiti o Niu Tireni*, 18 Dec 1924, p 554; *Te Kahiti*, 26 Feb, 30 Apr 1925, pp 84, 215
[1482] *Ko Te Kahiti o Niu Tireni*, 7 Oct 1926, p 489; *Te Kahiti*, 13 Oct 1927, p 498
[1483] *Ko Te Kahiti o Niu Tireni*, 14 Feb, 25 Apr, 20 Jun, 15, 22 Aug 1929, pp 76, 203, 294, 374, 378

his confirmation or refusal recording during those years to individual alienation files held at the Board's Wellington office.

During 1930, when Gilfedder apparently took a leave of absence, Judge FOV Acheson presided at a single Ikaroa Board hearing. Like Gilfedder, Acheson came from Southland, and like Gilfedder, he made his mark with a landmark decision on customary title to an important lake bed. Whereas Gilfedder made his mark with Waikaremoana title determinations in 1917-1918, Acheson distinguished himself with the 1929 NLC Lake Omapere decision.[1484] Acheson, who considered a single Hira Parata Ngarara West Part A78 lease at a July 1930 hearing, took his protective obligations seriously. He confirmed the lease, but with strict conditions. He limited the duration of the lease to three years, and he increased the rent to £481, with an additional £65 for water rights. Finally, he demanded 'up-to-date' valuation, and he was prepared to increase the rent further on receipt of the new valuation.[1485]

When Gilfedder returned as Ikaroa Board president the following year, he continued with his previous sketchy minute book entries. During 1931 these were single line entries without supporting information.[1486] Yet in August 1932 he adopted the fuller Acheson mode of recording a contested case. He wrote a full page on DGB Morison's objection to a Ngapaki whānau transfer of A31C land to Geoffrey Field. Morison argued that the Ngapaki whānau offered the same land to his client, JT Walton. Walton paid them a £65 deposit. Field's lawyer testified that he paid the whānau an almost £300 advance. Field then refunded Walton his deposit to settle the dispute.[1487] Hence, Gilfedder appeared to emulate Acheson's mode of recording in what may well have been his last Ngarara West entry in the Ikaroa Board minute book.

In addition to recording decisions in separate alienation files, Gilfedder also took advantage of the discretion granted him by section 27 (1) of the Native Land Amendment Act 1931 to hear alienation related matters in the NLC.[1488] Even before 1931, Gilfedder made decisions in his capacity as a NLC Judge with a direct bearing on alienation. For example, he ordered a 10 acre

[1484] See the Waitangi Tribunal's discussion of Judge Acheson's Lake Omapere decision in its *National Freshwater and Geothermal Resources report*, 2012, pp 39-44
[1485] IKMLB minute book, 3 Jul 1930, vol. 10, pp 273-274
[1486] IKMLB minute book, 29 Jan, 5 Mar 1931, vol. 10, pp 328, 330
[1487] IKMLB minute book, 18, 25 Aug 1932, vol. 10, pp 357-358
[1488] Section 27 (1) Native Land Amendment Act 1931, *SNZ*, 1931, No 31, pp 170-171

A31 partition for JT Walton along Beach Road in 1921, apparently to ensure his retention of a family orchard there.[1489] Gilfedder also in 1921 partitioned Anne Elder's 367 acres at the south-eastern end of the 1100-acre bush-clad C18. This allowed her to transfer her share of the land to the State Forestry Service in 1930.[1490] Gilfedder, in so doing, left the remaining Maori owners with 733 acres of bush land.

While Gilfedder took no action on Hemi Matenga Estate trustee applications in his capacity as president of the Ikaroa Board, he ruled on several of their NLC applications. Likewise, he dealt with several similar Parata whānau trust applications there. By 1925, Waikanae Maori had lost approximately 80 percent of their land, and the Matenga and Parata trustees controlled much of what remained in Maori ownership.[1491] Gilfedder in May 1923 heard a Matenga trustee application to withdraw £1812 from the proceeds of C23 transfers from the Native Trustee. These transfers occurred in an area of special significance to local Maori near the Waikanae River. Gilfedder adjourned the case for further legal argument, and eventually his successor John Harvey dealt with it over a decade later.[1492]

Gilfedder also procrastinated over Tohuroa Parata's 1933 application to alter his father's will. Hira Parata died in November 1932. In his will, he made only a token provision for his eldest son, Tohuroa. Even though Hira retained property valued at £15,000, he mortgaged much of it to the Native Trustee, and to other private lending agencies. All the rent from his A78 township properties went to pay the overdue interest on his £8,552 Native Trustee mortgage. Yet Hira left Tohuroa only three acres and a house in his will. In a March 1933 NLC hearing before Gilfedder, Tohuroa challenged this will. Gilfedder, to his credit recorded six pages of evidence and argument on this significant case in his own elegant hand-writing. He clearly sympathised with Tohuroa's grounds for inclusion as a principal beneficiary of Hira's estate. Nonetheless, he retired from the NLC just a few months later. Just as with the six Hemi Matenga Estate applications from 1929, he allowed his successor to decide on the trust arising from the Hira Parata will (discussed further below).[1493]

[1489] A28 partition, 6 May 1921, Wellington MB, vol. 23, pp 27-28
[1490] C18 partition, 21 Aug, 7 Sep 1921, Wellington MB, vol. 26, pp 139, 156; E Phillips Turner (Dir. Forestry) to Under-secretary Lands, 5 Jun 1930, ABWN 6095, W5021, box 308
[1491] Ngarara West Alienation Tables, Draft Walghan Block Research Narrative, (December 2017), vol. 1, p 271
[1492] Matenga trustees' application for transfer of C23 trust funds, 9 May 1923, Wellington MB, vol. 24, p 4
[1493] Tohuroa Parata probate application, 29 Mar 1933, Wellington MB, vol. 27, pp 327-332. Tohuroa challenged his father's will under section 178 (1b) of the Native Land Act, 1931, *SNZ* 1931, No 31, p 213 which allowed the NLC to upset the terms of an unfair will.

10.5 Judge John Harvey 1933-1939

John Harvey, Gilfedder's successor as the Ikaroa District NLC judge and Land Board president, soon left his mark on the Waikanae area. Harvey apparently began his association with the Native Department as a Wellington head office clerk in about 1910.[1494] He moved to Gisborne to join the NLC staff, initially as a deputy registrar, a few years later. Harvey served at the Gisborne NLC under the first Maori registrar and judge, Harold Carr. Like Harvey, Carr served as the Gisborne NLC registrar for many years before William Herries, the Reform Native Minister, elevated him to the bench in 1923. Native Minister Apirana Ngata appointed Harvey as an NLC judge almost exactly a decade after Herries appointed Carr.[1495]

Harvey's first Ngarara West case dealt with Utauta Parata's application for the protection of the Whakarongotai Marae as a Maori Reservation under section 298 of the Native Land Act 1931.[1496] Native Trustee lawyer, Sheehan, opposed her application because it 'would prejudice his security' of the Trustee mortgage on A78, which include the marae site. Judge Harvey informed Sheehan that section 298 (8) of the 1931 Act protected any 'encumbrances' over Maori reservations. Harvey concluded 'that the Native Trustee had no standing' in the case.[1497] Harvey revisited this application in 1937. On that occasion, Native Department official RC Sim admitted that Wi Parata had solemnly promised Whakarongotai to 'the Ngati Awa tribe'.[1498] This recognition paved the way for Harvey's successor, Judge Arnold Whitehead to grant a later Tohuroa Parata reservation application that finally set aside Whakarongatai as a Maori reservation.[1499]

Harvey appointed Tohuroa as a trustee to implement Hira Parata's will in May 1937. He recognised Tohuroa as Hira's logical successor to head the Parata whānau.[1500] This included Harvey's confidence in Tohuroa's ability to manage whānau finances. To improve the Parata

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[1494] *NZOYB*, 1910, p 50
[1495] Vincent O'Malley entry on HH Carr, *DNZB*, vol. 5, pp 94-95; Paerau Warbrick, NLC/MLC Judges, 2009, p 5
[1496] Native reservation, section 298, Native Land Act, 1931, *SNZ* 1931, No 31, pp 242-243
[1497] Utauta Parata reservation application, 14 Mar 1934, Wellington MB, vol. 28, pp 97-98
[1498] Section 298 application, 21 May 1937, Wellington MB, vol. 30, pp 62-63
[1499] Whakarongotai reservation order, 14 Oct 1948, Wellington MB, vol. 37, p 76. Whitehead ordered the reservation under section five of the Maori Purposes Act 1937, but Lands and Survey official PJ Wiley discovered in 1987 that it was never gazetted as such. Wiley to Aotea MLC Registrar, 15 Jan 1987, Aotea MLC Correspondence file (CF) 25/227-230
[1500] Trustee appointment, 21 May 1937, Wellington MB, vol. 30, p 62

whānau balance sheet, Harvey confirmed the 1934 transfer of Parata land on the river boundary of A78 to the Magrath whānau. This transfer earned the Parata whānau trust over £1,000. It also relieved them of the expensive river protection obligations.[1501]

Harvey exerted much greater scrutiny over alienations than his predecessor Gilfedder exercised prior to his arrival. He refused to confirm an A77C transfer from Amo Hona to Geoffrey Field in September 1935. In this case Harvey faulted Field for failing to provide either a recent Government valuation, or purchase price information. When Hona renewed his transfer application in December 1936, Harvey again refused. He stated that Hona provided 'no good reason for selling'.[1502] Harvey also refused Kuraiti Tamaki's application to transfer what appears to have been a 9 acre A14B2B1 area to WH Weggery in May 1937 for less than Government valuation. Harvey recorded that he considered that it was not 'in the interests of [Kuraiti Tamaki] . . . to allow her to sell'.[1503]

Harvey also exerted effective restraint upon the Hemi Matenga Estate trustees, especially the Nelson-based businessman Thomas Neale. When Neale sought confirmation in February 1938 of a 146-acre transfer within C23 along Reikorangi Road near the Waikanae River, Harvey wrote that 'This type of dealing would not be confirmed if the vendor were a Maori'. Neale, of course, was not Maori. Harvey also referred to strong Te Ātiawa beneficiary opposition 'to sales of the trust estate'.[1504]

Harvey reviewed the complex C23 alienation history prior to a full hearing in May 1938. He refused the trustee's application to transfer what he regarded as some of the Estate's most valuable land in C23, lot 1. He traced the alienation history all the way back to Harry Elder's 1898 lease of the riverside land. Reikorangi Pākehā then sub-leased much of the area from the Elder family. Neale argued that Hemi Matenga's 1911 will contemplated the transfer of their interests to produce the best possible financial return for the Te Ātiawa beneficiaries.[1505]

[1501] Confirmation of Parata Pt A78 transfer, 18 May 1934, Wellington MB, vol. 28, pp 136-137
[1502] Confirmation refusal A77C, 3 Sep 1935, 12 Dec 1936, Wellington MB, vol. 29, pp 104, 173
[1503] Confirmation refusal A14B2B1, 18 May 1937, Wellington MB, vol. 30, p 50. Walghan Partners record Weggery's 1948 alienation of what appears to be the same 9 acres. BRN, p 116
[1504] Hemi Matenga Estate trustees' C23 transfer hearing, 23 Feb 1938, Wellington MB, vol. 30, p 186
[1505] Hemi Matenga Estate trustees' C23 transfer hearing, 17 May 1938, Wellington MB, vol. 30, pp 244-246

Harvey's decision delivered on 21 June 1938 stated that thirteen beneficiaries opposed the trustees' transfer application. The beneficiaries' counsel denied that the Hemi Matenga will required alienation to maximise their financial return. He indicated that the beneficiaries would resort to petitioning Parliament to protect their remaining C23 land. Harvey believed that section 46 of the Native Land Amendment Act, 1936 charged the NLC with similar protective obligations.[1506] Having satisfied himself of what the relevant statute required, Harvey refused to confirm the trustees' application to transfer C23 land out of Maori ownership. Furthermore, considering the significance of the land to Te Ātiawa he deemed it to be 'peculiarly protected'. This C23 land is the subject of further discussion below.[1507]

Later that same year Harvey refused to confirm a Parata whānau trustees' application to transfer A78 township land. His refusal cited clause 9 of Hira Parata's will that appeared 'to prohibit [the] sale of this land by Trustees'. Despite having confirmed the transfer of riverside land within A78 to the Magrath whānau in 1934, Harvey concluded his December 1938 decision with the declaration 'As Trustees have no power of sale of the land . . . Application is refused'.[1508]

Although Harvey proved himself to be a more determined enforcer of restrictions upon alienation, he shared with Gilfedder the distinction of supporting tribal rights to an important lake bed. As one of two members of the 1934 Lake Horowhenua inquiry committee he did much to uphold Muaūpoko rights.[1509] Gilfedder, Acheson, and Harvey each made a major contribution to twentieth century jurisprudence affecting freshwater lakes. Harvey also wrote an important 1936 published report critical of Matenga whānau alienation activities near Nelson.[1510]

10.6 Judge George Shepherd 1939-1943

Judge George Shepherd replaced Judge Harvey as the Ikaroa District NLC judge and Land Board president in 1939. Like Harvey, Shepherd started his judicial career as a clerk. He apparently remained as a Justice Department, and then a Native Department clerk after his

[1506] Section 46, Native Land Amendment Act, 1936, *SNZ* 1936, No 53, p 536. This section of the 1936 Act strengthened the protective intent of section 264 in the 1931 Act.
[1507] Confirmation refusal C23 transfer, 21 Jun 1938, Wellington MB, vol. 30, pp 295-296
[1508] Confirmation refusal Pt A78, 21 Jun 1938, Wellington MB, vol. 31, pp 106-107
[1509] See Waitangi Tribunal, *Horowhenua: The Muaūpoko Priority Report*, 2017, pp 627, 691; Paul Hamer, '" A Tangled Skein": Lake Horowhenua, Muaūpoko, and the Crown, 1898-2000', (Wai 2200, A150), pp 107-127
[1510] See Waitangi Tribunal, *Te Tau Ihu Report*, 2008, pp 747-750

initial 1906 public service appointment. Eventually he qualified as a solicitor in 1926. This legal training paved the way to his eventual 1938 appointment as an NLC judge. Prior to his NLC appointment he ascended the ranks of the Native Department. His executive background coloured his subsequent judicial career.[1511]

Unlike Harvey, Shepherd routinely confirmed alienation applications. Within a few weeks of replacing Harvey, Shepherd confirmed the renewal of a 21 year Geoffrey Field lease of 64 acres of Hona whānau land within A77. Shepherd accepted the same duration and rental that the Hona whānau agreed to with Field in 1919. Shepherd recorded that both whānau members involved in this roll-over of the 1919 lease resided in Taranaki. Hence, they failed to renegotiate terms and conditions that should have improved markedly between 1919 and 1939.[1512] Shepherd virtually penalised the lessors of A26B (26.5 acres) when he referred to their Taranaki residence. He wrote that the two Mahutonga brothers leasing to Thomas Udy could not be expected 'to come down here to occupy their small interest in this piece of land'. Consequently, he confirmed the roll-over of the 21-year lease for the extraordinarily low rental of £12 per annum.[1513] The Hona land within A77 had pastoral potential, and A26B was close to Beach Road and Waimeha township. The absentee owners in both case forfeited commercial opportunities when Shepherd confirmed the respective roll-over long-term leases.

Shepherd then later in 1939 confirmed a 15-acre transfer from the Ngapaki whānau to Geoffrey Field, also within A77. Field's father WH Field had drained most of this former flax cultivation area to create pastoral potential. By 1939 Geoffrey controlled two-thirds of the original 93 acre A77A subdivision. The Ngapaki whānau evidently owed £109 on a 1909 WH Field mortgage of A77A, plus a survey lien. They saw the Field transfer as the only way to clear their debts. Fortunately, Shepherd insisted on increasing the purchase price from £155 to £170 to ensure debt reduction. Shepherd made this decision in Court, in the presence of Carvosso, the Field family business agent. The minutes suggested that no one appeared for the Ngapaki whānau.[1514]

Shepherd confirmed the Pākehā lease of a significant acreage within the C41 lot 5 part of the Hemi Matenga Estate, near the Parata Native township. Shepherd recorded that the Higgins

[1511] See Richard Boast's 2017 assessment of Shepherd in 'Judge Acheson, the Native Land Court, and the Crown', (Wai 1040, A64, pp 6-9) for the Te Paparahi o Te Raki Tribunal inquiry
[1512] Lease confirmation Pt A77, 20 Apr 1939, Wellington MB, vol. 31, pp 248-249
[1513] Lease confirmation A26B, 12 Jun 1939, Wellington MB, vol. 31, pp 293-295
[1514] Transfer confirmation A77A, 12 Dec 1939, Wellington MB, vol. 32, pp 84-85. The Ngapaki whānau may also have been Taranaki-based absentee owners

family lease of 231 acres dated back to 1929. Although it was initially for just two years, the Estate trustees allowed the Higgins family to continue to occupy the land without a formal lease extension, while they continued to pay the annual rental of £490 set in 1929. Shepherd maintained that this was within the guideline of 5 percent of Government valuation. Consequently, he agreed to a three-year lease extension (after 11 years without a lease) beyond June 1940. He increased the rent to £515 per annum, but he failed to comment on the blatant negligence of the Estate trustees between 1931 and 1940. During these years the Higgins family occupied approximately 20 percent of the commercially valuable C41 lot 5 area of 995 acres. The C41 story, too, is the subject of a more detailed local case study below.[1515]

Shepherd's scrutiny paled in comparison with Harvey's when it came to Hemi Matenga Estate trustees' lease of the strategic C23 land along Reikorangi Road. During 1940 Shepherd renewed trustees lease of three key C23 lots to Reikorangi renters in full knowledge that in 1938 Harvey refused to confirm a transfer in the same area. Shepherd noted that the rentals exceeded the guideline of 5 percent of Government valuation. Disregarding Harvey's insistence on the trust obligations the Estate owed its beneficiaries, Shepherd wrote:

> Land is part of [the] Hemi Matenga Estate and it is necessary to make it revenue producing. The rental has been the subject of careful at length negotiations . . . [He added] I did not personally take part in negotiations.

Even though Shepherd admitted that the land was good enough 'for lamb fattening and grazing drystock', he confirmed a new five-year lease of a total of 274 acres for an annual rental of just £112.[1516]

Shepherd apparently believed that all Hemi Matenga Estate beneficiaries could expect a lucrative pay-out upon the death of the last surviving successors named in the 1911 will. In October 1941 Shepherd confirmed Tata Parata's transfer of 13 acres to LF Brown in A79 just north of Paetawa. Shepherd acknowledged that the transfer left Tata Parata with only one acre, one rood and seven perches of 'other lands'. Yet Shepherd convinced himself that this would not 'render him landless'. He justified this questionable statement by maintaining that Tata Parata stood to inherit almost ten percent of the Hemi Matenga Estate, which Shepherd valued at 'somewhere round about £90,000'. Shepherd concluded that Tata Parata fully understood

[1515] Lease confirmation C41 lot 5, 8 Oct 1940, Wellington MB, vol. 32, p 325. Shepherd failed to identify the precise location of the Higgins 231 acre leased area within the 995 acres of C41 lot 5 in his minutes.
[1516] Lease confirmation C23 lots 2, 4 & %, 30 Oct 1940, Wellington MB, vol. 33, pp 48-49

the implications of the transfer, and that he needed the £416 payment to buy a home in Wellington.[1517]

Shepherd apparently never attempted to calculate the percentage of Maori land left in the key areas of Waikanae affected by the alienations he habitually confirmed. Neither the NLC nor the Native Department appear to have kept a running record of how accumulating alienations contributed to the ever diminishing and increasingly fragmented tribal estate. Perhaps his belief in a lucrative Hemi Matenga Estate pay-out convinced him that Te Ātiawa could buy back anything they wanted when the last of the named 1911 principal beneficiaries died.

Shepherd's final significant Ngarara West entry in the Wellington minute books showed that he was even prepared to confirm the dispossession of minors. At a June 1942 Wellington hearing, the Native Trust applied for a A26 A partition on behalf of two minors from the Hough whānau. Shepherd agreed to partition a five-acre area (out of 13 acres) for the two minors as co-equal 'tenants in common'. 'The purpose of the partition', he wrote, was 'to facilitate sale by [the] Native Trustee of the minors['] interests' to CF Wilson for £116. The Native Trustee's agent, named Hanging, informed Shepherd that the two minors were 'brought up as Europeans' in Christchurch. Hanging hoped that they could use the £116 purchase price once they reached their adulthood. Even though the area transferred amounted to just five acres, Shepherd devoted a full four pages of minutes detailing his decision to confirm. He concluded that the Native Trustee had considered the arrangements sufficiently to faithfully discharge of his protective obligations. Shepherd concluded:

> The facts of the [A26A] purchase, the reasons of the Native Trustee for setting cons[ideratio]n are given . . .on pages 118-120 ante and I need not repeat them . . .

He called for objections from the Court audience, members of which the minutes fail to identify (apart from Hanging, the Native Trustee official). Hearing no objections, Shepherd confirmed the transfer of the minors' interests.[1518]

Shepherd's association with Waikanae land did not end when he ceased to be an Ikaroa District NLC judge in 1943. He resigned as Chief Judge in 1945 when Native Minister HGR Mason appointed DGB (Bruce) Morison, CR Morison's son, to replace him. Even before his

[1517] Transfer confirmation A79 lot 2, 7 Oct 1941, Wellington MB, vol. 33, pp 310-312
[1518] Transfer confirmation A26A, 29 Jun 1942, Wellington MB, vol. 34, pp 118-121

resignation as Chief Judge, Shepherd in February 1944 became both Undersecretary of the Native Department, and the Native Trustee.[1519]

Just prior to Shepherd's retirement from the public service in early 1949, the Public Service Commission's legal officer investigated allegation that he and Norman Smith, the Native Department's chief clerk, had purchased Ngarara West A78 residential lots at a January 1948 Parata Estate auction (examined further below).[1520] At the conclusion of this official investigation, RM Campbell, the Public Service Commission's chairman, on 29 September 1948, wrote to Shepherd reminding him that Shepherd had assured him at an 11 August meeting that:

> . . . apart from sections at Tauranga and Taupo you had no further land interests. Following this, the Commission was surprised to see from the land transactions of the Maori Land Court and Maori Land Board at May 1948 sittings, that you were the purchaser of a section at Waikanae.
>
> Had you not been about to retire from the Public Service, the Commission would have felt obliged to take action in term of Section 11 of the Public Service Amendment Act, 1927.[1521] They consider your part in these transactions reprehensible, particularly having regard to the department's specific instructions over a long period over the acquisition of Maori lands by officers of the department. As late as May, 1947, you brought the matter before the notice of all [Native Department] officers.[1522] The acquisition −even by way of auction −of property coming within an officer's care as a trustee shows a lack of appreciation of the standard of conduct that is to be expected of a public servant of your status.
>
> The Commission has decided to cancel the approval already given to the three months' leave on retirement in your case. This will make the date of [your] retirement 13th January, 1949. This action is taken with regret, and only after full consideration of the facts.
>
> The Commission intends bringing notice, not only of officers of the Maori Affairs Department, but of the whole of the Public Service, the fact that they consider transactions such as these improper.[1523]

Shepherd's purchase of a Waikanae residential section, therefore, led to his resignation in disgrace. On the other hand, Norman Smith's purchase of Ngarara West A78 lot 6 at the same

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[1519] Butterworth & Young, *Maori Affairs*, pp 124-125; Butterworths, *Maori Trustee*, p 164
[1520] Public Service Commission confidential report, 7 Sep 1948, AEKO 7971, GP Shepherd file 5/4803
[1521] Section 11, Public Service Amendment Act, 1927, *SNZ*, 1927, No 60, pp 564-566. This refers to required disciplinary action against public servants found guilty of 'improper conduct'.
[1522] The Native Department became the Department of Maori Affairs, according to Butterworth and Young, on 17 December 1947. Butterworth & Young, *Maori Affairs*, p 123
[1523] RM Campbell, Public Service Commission chairman, to Shepherd, 29 Sep 1948, AEKO 7971, GP Shepherd file 5/4803

January 1948 auction did not prevent his appointment as a Maori Land Court Judge in February 1952.[1524]

10.7 Section stories

The following narrative traces the alienation history of selected sections within the 18,000 acre Ngarara West area. These selected sections feature prominently in post-1925 alienation history. 1925 represented an alienation watershed. According to Walghan Partners, that year marked the point at which Ngarara West Maori land alienation reached the 80 percent mark. The section stories begin in the remote hill country section of C18 near the Tararua divide. Further west at C23 along the Waikanae River between Reikorangi and Waikanae, alienation activity intensified after 1925. This pattern continued further west in the Waikanae township area. At Part C41 along the eastern side of the township, an alienation dispute came to a head during 1972. The concluding treatment of A78 concerns what we know today as the extended Waikanae township area west of the railway

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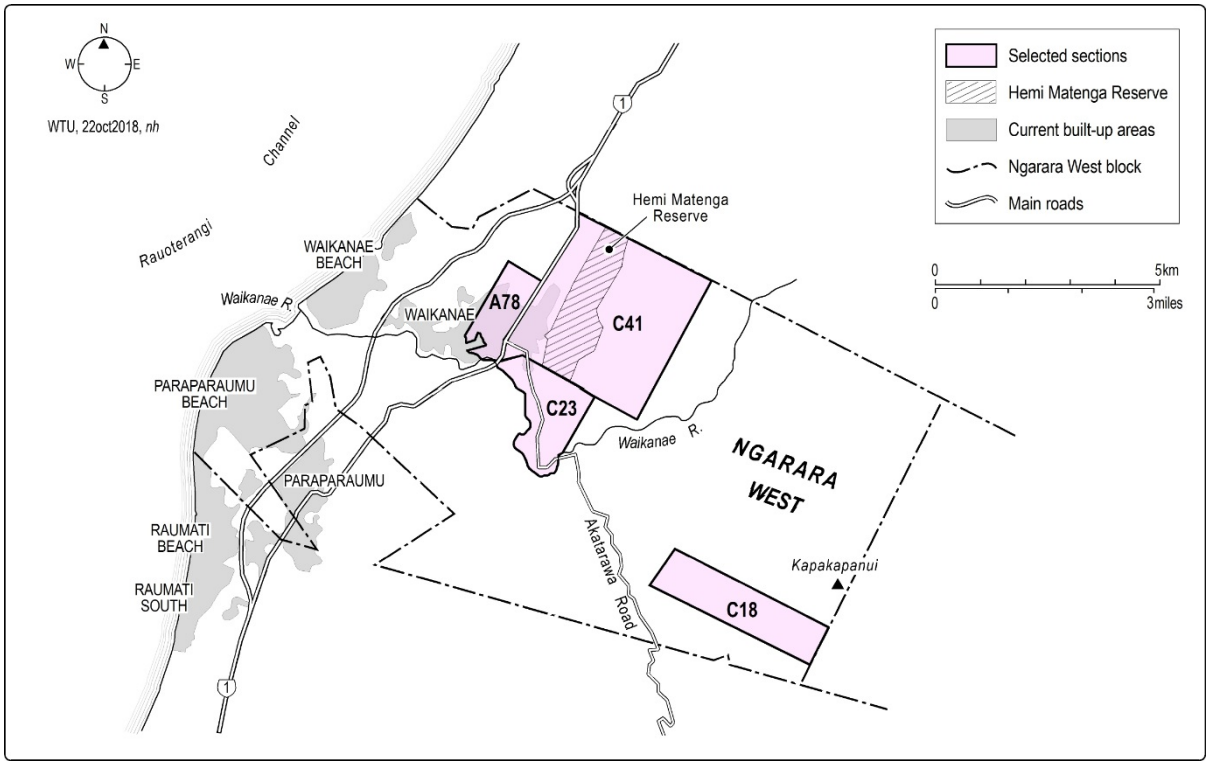


Figure 46: Ngarara West section locations

[1524] Norman William Smith, the author of *Native Custom and Law Affecting Maori Land*, Wellington, 1942, appointed as a Maori Land Court Judge in 1952, should not be confused with Norman Francis Smith, appointed in 1981 as a Maori Land Court Judge. Warbrick, N/MLC Judges, pp 5-6

C18

C18 provides an example of how most surviving Ngarara West Maori land today lacks economic development potential. The Maori owned 733 acres of C18 occupies hilly bushland without effective road access.[1525] Harry Elder's wife, Anne, transferred her 367-acre holding at the eastern end of C18 to the State Forestry Service in 1930. That service added it to its adjoining Forest Reserve in the Tararua watershed. At the same time, the Forestry Service decided against acquiring the Maori owned 733 acres remaining, citing the relative 'absence of milling timber'.[1526]

Despite this 1929 Forestry Service appraisal, the C18 Maori owners sold cutting rights to the timber firm of William Baxter & Co in November 1939 for £3500.[1527] Ms Woodley in her 2017 local government report suspected that the Baxter timber deal may have prompted the Hutt County Council between 1941 and 1953 to persuade the NLC to issue successive rates charging orders against the C18 owners. The Maori Land Court in 1953 appointed the Maori Trustee as agent for the C18 owners, presumably under section 438 of the Maori Affairs Act of that year.[1528]

During the 1960s, descendants of the owners who participated in the 1939 forestry deal negotiated with the Foxton-based Oxnam Timber and Hardware Company. Oxnam's solicitors in 1966 requested information about the October 1939 timber appraisal that preceded the 1939 deal. FE Chadwick, an MLC official, refused to release this information. He stated that the 1939 'appraisal would not now assist the Court in whether your [1966] . . . offer [was] adequate or not'.[1529]

Prolonged Oxnam forestry negotiations during the 1960s fills much of the bulky C18 alienation file at the Aotea MLC in Whanganui. Rangi Tamati of Paraparaumu evidently organised C18 owners with the assistance of Bryan Vickerman, a Wellington solicitor. During 1960 Tamati

[1525] See Suzanne Woodley, Porirua ki Manawatu 'Local Government Issues Report', Wai 2200, A193, pp 726-728
[1526] Director of Forestry to Morison Spratt & Morison, 29 Aug 1929, ADSQ F1 18 9/3/6, cited by Woodley, Local Government, p 727
[1527] Maori Trustee file note, 24 Feb 1976, AAVN 869, W3599, box 76, cited by Woodley, Local Government, p 728
[1528] Woodley, Local Government, p 726; Section 438, Maori Affairs Act 1953, *SNZ*, 1953, No 94, pp 1277-1278
[1529] Jacobs, Gilliand & Florentine to Registrar MLC, Palmerston North, 29 Mar 1966; Chadwick (for Registrar) to Jacobs, Gilliand & Florentine, 6 Apr 1966, Alienation file (AF) 3/9343, Aotea MLC, Whanganui

and Vickerman formed a C18 owners' incorporation.[1530] In this incorporation process, MLC Judge Geoffrey Jeune authorised C18 owners to form a management committee consisting of five people, including Rangi Tamati.[1531]

The C18 Management Committee in early 1962 obtained the Minister of Forest's consent to grant cutting rights to Oxnam Timber, subject to MLC confirmation.[1532] Since Jeune ordered the creation of the Management Committee, MLC confirmation appeared to be no more than a formality. Instead, Jeune refused to confirm the proposed Oxnam Timber grant at a 9 October MLC hearing in Wellington. As grounds for his surprise decision, Jeune stated that the 1953 Act required the consent of a full meeting of assembled owners, not a management committee. He added that he considered the Oxnam price offered inadequate. [1533]

This unexpected setback did not deter the C18 owners from pursuing forestry development with direct assistance from Jeune's successor as Ikaroa MLC judge. When Jeune became Chief Judge in 1964, Melville (Mel) Smith succeeded him in Palmerston North, then the location of the Ikaroa MLC. Smith helped C18 owners by preparing several drafts of resolutions they would eventually vote upon. He specified that Oxnam Timber should pay for a New Zealand Forest Service (NZFS) appraisal with the consent of Oxnam's solicitors. Smith also instructed MLC staff to make special efforts to ensure adequate attendance at the necessary meeting of assembled owners.[1534]

Evidently, MLC staff helped elicit a second offer in early 1966 for C18 cutting rights from the Levin-based firm of W Crichton and Son Ltd. Both Oxnam and Crichton knew that their competing bids could not exceed the subsequent MLC appraisal to qualify for MLC

[1530] 'The Proprietors of Ngarara West C18 Section 2' incorporation, 9 Nov 1960, Otaki MB, vol. 68, p 233; Tamati/Vickerman MLC application, 1 Mar 1961, AF 3/9343
[1531] Management Committee appointment order, 9 Nov 1960, Otaki MB, vol. 68, p 233; C18 owners' list, 24 Mar 1961, AF 3/9343
[1532] RG Gerard (Minister of Forests) C18 timber grant consent, 13 Feb 1962, FT O'Kane (Dep MLC Registrar) to Vickerman, 23 Feb 1962; RJ Wells (Conservator of Forests, Palmerston North) to Registrar, MLC Palmerston North, 5 Mar 1962, AF 3/9343
[1533] Confirmation hearing, 9 Oct 1962, Wellington MB, vol. 43, pp 216-217; Jeune, 'Reserved Decision', 25 Oct 1962, Wellington MB, vol. 43, pp 237-238; Confirmation action sheet, 25 Oct 1953, Registrar to RJ Wells, 5 Dec 1963, AF 3/9343
[1534] Registrar, MLC Palmerston North to Vickerman, 15 Sep 1965; Judge Smith file note, 29 Nov 1965; RJ Wells to Registrar, 17 Nov 1965; Jacobs, Gilliand & Florentine to Registrar, 9 Dec 1965; Chadwick to Judge Smith, 4 Feb 1966, AF 3/9343

confirmation.[1535] The assembled owners voting at Waikanae on 25 March 1966 used the £20,000 Crichton bid to get Oxnam to improve its offer from £17,500 to £19,500. Oxnam also offered a ten-year contract, compared with the Crichton eight-year offer. The votes cast on behalf of 24 owners represented 40 percent of C18 owners' shares. The MLC recorded that 79 percent of the vote went to Oxnam, ensuring that they won the contract. Judge Smith on 6 July 1966 confirmed the successful resolution.[1536]

Having fulfilled its immediate objective, the C18 owners' incorporation offered no objections to an MLC order dissolving it following a May 1969 hearing.[1537] This dissolution followed what amounted to the Maori Trustee assuming management of the Oxnam contract. Under that 9 December 1966 contract, Oxnam agreed to 'discharge all rates taxes charges assessments and impositions' on the land. The contract provided the Maori Trustee with unrestricted access to the land and the right to inspect Company records of all forestry operations there.[1538] The Maori Trustee distributed Oxnam payments to the C18 owners between July 1967 and February 1973. The Maori Trustee office reported completion of the contract in 1975. By then the office paid out a total of $39,000 to C18 owners.[1539]

Noel Oxnam, the managing director of Oxnam Timber, approached the Maori Trustee office in August 1975 seeking a two-year extension to the ten-year 1966 contract. RF Wise on behalf of the Trustee replied that this would require a further meeting of assembled owners. Soon afterwards, however, the NZFS reported that the intensive cutting between 1967 and 1973 left no 'millable timber' standing on C18.[1540] Without standing timber, the C18 owners left the land to regenerate from scrub. This probably influenced the NZFS in 1977 to decide against purchasing the land for the Crown.[1541]

[1535] Crichton application, 8 Feb 1966; Vickerman to Registrar, 4 Mar 1966; O'Kane (Dep MLC Registrar) to C18 owners, 7 Mar 1966, AF 3/9343

[1536] Assembled Owners' meeting minutes, 25 Mar 1966; Assembled Owners' resolution, 25 Mar 1966; MLC Recording Officer's report, 28 Mar 1966, AF 3/9343; MLC confirmation of C18 timber resolution, 6 Jul 1966, Wellington MB, vol. 44, pp 203-204

[1537] MLC dissolution order, 1 May 1969, Otaki MB, vol. 74, pp 317-318; O'Kane (Dep MLC Registrar) to Vickerman 13 Nov 1967; O'Kane minute, 5 May 1969, AF 3/9343

[1538] Maori Trustee timber cutting grant, 6 Dec 1966, AAMK 869, W3074, box 401

[1539] C18 Position Sheet, nd, AAMK 869, W3074, box 401; RF Wise (Maori Trustee office) to Mrs I Formosa, 13 May 1975, AAVN 896, W3599, box 76

[1540] Noel Oxnam to Maori Trustee, 20 Aug 1975; JE Gaudin (NZFS) to Maori Trustee, 16 Dec 1976, AAVN 896, W3599, box 76

[1541] MLC to Evening Post, 18 May 1977, AAVN 896, W 3599, box 76; cited by Woodley, Local Government, p 727

After the expiration of the Oxnam contract, C18 owners once again became liable for local rates. The Kapiti Borough Council in 1980 asked the Maori Trustee office whether it could use trust funds to pay rates on behalf of owners. Since the Trustee office lacked such funds, it sent the council a list of owner addresses. Admitting that these addresses might not be up-to-date, it suggested that the council approach the MLC for a more up-to-date list.[1542]

Six years later Bryan Vickerman informed the MLC that some C18 owners were 'anxious to reactivate' the original incorporation. He requested information on how to go about complying with their wishes. After Court staff initially failed to locate C18 file information on this, they then traced the 1969 dissolution order to the Ōtaki minute books. This inevitably discouraged Vickerman from attempting to revive the incorporation.[1543]

MLC staff in 1987 informed C18 owners that they were 'liable for any outstanding rates in accordance with their proportionate shareholding . . .' Gary Thomas, one of the C18 owners, discussed with MLC staff the possibility of negotiating rates relief, 'bearing in mind that the land is undeveloped and will need a lot of improvement' to prove economic.[1544] With no rates relief in sight, by 2011 the Magrath whānau had accumulated rates arrears of $6,402 on their relatively small share of C18 land.[1545] Ms Woodley reported that in 2016 Maori Landonline listed 139 C18 owners. It regarded 71 percent of the land as either 'marginal' or 'unsuitable for cropping, pasture or forestry'.[1546] The Kapiti Coast District Council's current Proposed Plan Map 21D of Natural Features shows all C18 as within an area of 'Ecological Sites'. Apparently, this effectively limits economic alternatives such as forestry normally available to land owners.[1547]

C23

The story of the alienation of the C23 riverside lots between Reikorangi village and Waikanae township began a few years before 1925. Harry Elder purchased the southern lot 5 riverside land from Ngahurumoana Te Whiti in 1918. Wi Parata earlier bequeathed this prime land to

[1542] Maori Trustee to Town Clerk, Kapiti Borough, 31 Mar 1980, AAMK 869, W3074, box 401; cited by Woodley, Local Government, p 728
[1543] Vickerman to Registrar, MLC Wanganui, 24 Jul 1986; AE Tatana (MLC) to Vickerman, 31 Jul 1986; MA Wiltshire (MLV) to Vickerman, 15 Aug 1986, CF 25/227-230, Aotea MLC, Whanganui
[1544] EJ Kuziik (MLC) to Gary Thomas, 21 Jan 1987; CJ Takarangi (MLC) to Thomas, 9 Sep 1988, AF 3/9343
[1545] Kapiti Coast District Council Combined Rates Invoice, 8 Sep 2011. Copy kindly supplied by Dan Magrath, 6 Sep 2018.
[1546] Woodley, Local Government, p 728
[1547] Kapiti Coast District Council, Map 21D Natural Features, Proposed District Plan, Appeals Version – March 2018

Ngahurumoana, who was his, and Te Whiti o Rongomai's, grandson. Elder attached so much value to Ngahurumoana's 120 acres, that he was prepared to pay £400 more than Government valuation for it.[1548] A decade later, however, Hemi Matenga Estate trustees regained ownership of most of the riverside lots 1 and 5. Ikaroa president Gilfedder in March 1929 confirmed another transfer of 146 acres within lot 1 near Waikanae township from the trustees to Richard Hooper for £6,400, a price £1,205 above the Government valuation of £5,195.[1549]

[1548] CR Morison to Judge RN Jones, 25 Mar 1918, Ikaroa Maori Land Board (IKMLB) C23 lot 5 transfer confirmation, 25 Mar 1918, AF 3/8977; WN CT254/99 (11 Apr 1918)
[1549] IKMLB C23 lot 1 transfer confirmation, 13 Mar 1929, AF 3/8977

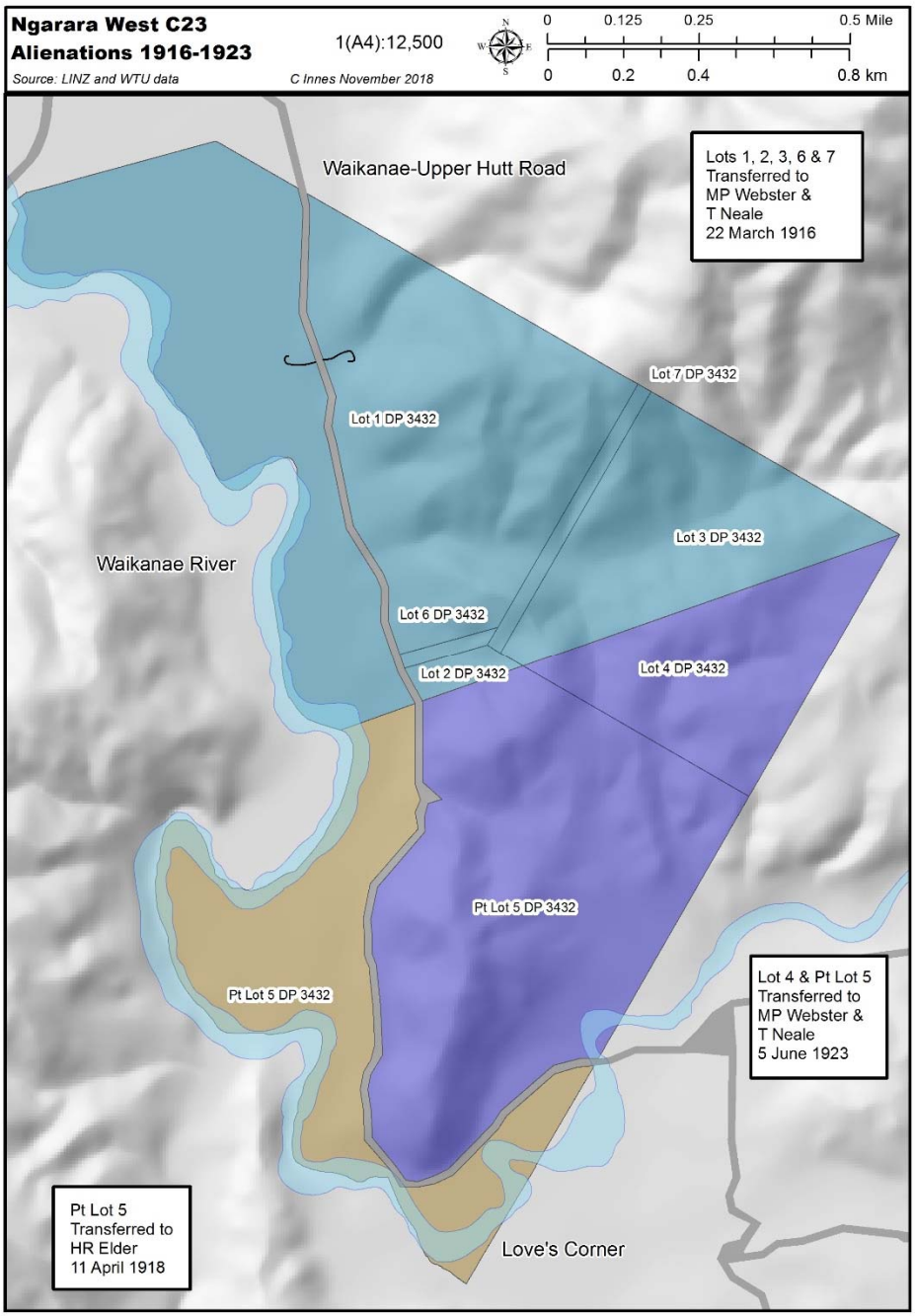


Figure 47: Ngarara West C23 Alienations 1916-1923

Yet Hooper, from incomplete available title information, evidently failed to complete his 1929 purchase from the Hemi Matenga Estate trustees. The recitals on the Certificate of Title included a 21 March 1930 transmission to trustee Thomas Neale, and an 8 September 1932

transfer to Neale and to the Estate's Bell Gully solicitor.[1550] Whatever the sequence, clearly C23 lot 1 reverted to the Hemi Matenga Estate soon after the incomplete 1929 purchase.

When Estate beneficiaries discovered almost eight years later that Thomas Neale again planned to alienate the prime riverside land, Tohuroa Parata led a concerted protest. He appealed to both Neale and to the Ikaroa NLC registrar in 25 February 1937 letters on behalf himself and ten other beneficiaries. Tohuroa 'emphatically' declared beneficiary rights to retain ownership of the land. He told Ikaroa registrar FV Fordham that the beneficiaries inherited the land from their illustrious grandfather, Wi Parata. It represented, he wrote, 'the only real asset that we hold'.[1551]

Fordham promptly brought the beneficiaries' protest to Judge Harvey's attention. Tohuroa Parata in May 1938 again reminded Fordham that the beneficiaries remained steadfast in their opposition to the 1937 trustee alienation application filed with the NLC.[1552] In fact, the beneficiaries retained the services of Wellington solicitor R Neal (unrelated to Thomas Neale) of Levi, Yaldwyn, Neal. After launching a civil Supreme Court action, Neal informed Fordham that his clients did 'not consider it in the best interest of the Estate . . . that any more of the lands belonging to the Estate should be sold'. The Hemi Matenga Estate's 'substantial cash assets', he argued, made such alienation completely unnecessary.[1553] Herbert Evans of Bell Gully for the Estate countered that the terms of Hemi Matenga's 1911 will gave 'an express direction to the Trustee to sell'.[1554] Neal for the beneficiaries insisted, however, 'that there is no reason why any property of the Estate should be sold . . .' He maintained that beneficiary wishes should prevail over the Estate's avowed financial imperatives.[1555]

Judge Harvey in June 1938 refused to confirm the Estate's application to transfer 146 acres of C23 to Mary Port for £1380. Harvey during his earlier hearings traversed the history of HR Elder's previous control of the riverside land, and the Estate's apparent defiance of beneficiary wishes. He commented at the first February hearing that 'this type of dealing would not be

[1550] WN CT 406/50 (25 Jun 1929)
[1551] Tohuroa Parata & ors to Thomas Neale, 25 Feb 1937; TH Parata (For the Beneficiaries) to FV Fordham (Ikaroa NLC registrar), 25 Feb 1937, AF 3/8977
[1552] Fordham to TH Parata, 11 Mar 1937; Parata to Fordham, 2 May 1938, AF 3/8977
[1553] R Neal to Fordham, 6 May 1938, AF 3/8977
[1554] H Evans statement, 23 May 1938, AF 3/8977
[1555] R Neal, 'Memorandum For . . . Judge Harvey,' 26 May 1938, AF 3/8977

confirmed if the vendor were a Maori'.[1556] The fact that Thomas Neale was described in C23 title documents as a Nelson 'Produce Merchant', not as a trustee of Native land, convinced Harvey that the Estate paid lip service to its trust obligations. The fact that the Estate attempted to sell the same land on offer to Mary Port less than a decade earlier to Richard Hooper for the much higher price of £6,400 showed a lack of business acumen.[1557] If the Estate observed strict financial imperatives, it should have declined Port's offer which was almost five times lower than Hooper's 1929 offer.

Harvey's refusal to confirm the C23, lot 1 transfer in his 21 June 1938 decision was a foregone conclusion. He insisted that as a trustee of Native land, Thomas Neale was subject to NLC jurisdiction 'in the same manner as if the land was being alienated by Natives'.[1558]

After George Shepherd replaced Harvey as Ikaroa judge in 1939, he gradually began to undo his predecessor's protective work. Shepherd's promotion to the position of Chief Judge in August 1940 apparently increased his determination in this regard. While Shepherd did not reverse Harvey's refusal to confirm the C23 lot 1 transfer to Mary Port, in February 1942 he confirmed a five-year lease of a larger 202-acre area including lot 1.[1559] Previously, Shepherd confirmed a similar lease of 274 acres in C23 lots 2, 4, and 5 (south of lot 1) to Richard Hooper for the low rental of £112 per annum. Hooper, of course, was the person who failed to complete the 1929 purchase of lot 1. In recording his confirmation of the Hooper lease, Shepherd noted that the low rent was, he 'presume[d] the best rent obtainable . . .' even though the land was 'used for Lamb fattening & Grazing dry stock'. Shepherd concluded that the land was 'part of the Hemi Matenga Estate and it is necessary to make it income producing'.[1560] The £112 per annum, however, produced little income from prime grazing land.

Shepherd resigned as Chief Judge in 1945 to serve full-time as Undersecretary of the Native Department. His Ikaroa successor, Judge Arnold Whitehead that year reconfirmed Hooper's grazing lease at the same low rental for a further five years. Whitehead noted that Hooper had farmed the C23 land successfully 'for very many years'. He added that the Hemi Matenga

[1556] C23 transfer hearings, 23 Feb, 17 May 1938, Wellington MB vol. 30, pp 186, 244-246
[1557] IKMLB C23 lot 1 transfer confirmation, 13 Mar 1929, AF 3/8977
[1558] Confirmation refusal C23 transfer, 21 Jun 1938, Wellington MB, vol. 30, pp 295-296; IKMLB C23 lot 1 transfer refusal, 21 Jun 1938, AF 3/8977
[1559] IKMLB C23-C41 lease confirmation, 5 Feb 1942, AF 3/8977. This lease combined the C23 lot 1 of 146 acres with the nearby C41 lot 5 of 55 acres.
[1560] IKMLB C23 lots, 2, 4 & pt5 lease confirmation, 30 Oct 1940, AF 3/8977

Estate trustee was 'satisfied with the rental'.[1561] Harvey's previous position that beneficiary wishes should prevail over the Estate's avowed financial imperatives had clearly not prevailed. His June 1938 judgment was therefore little more than a pyrrhic victory for the beneficiaries.

MLC alienation files record little of the subsequent C23 story. Alfred Blackburn, a Levin farmer, succeeded Neale as the leading estate trustee in 1950. Although Judge Whitehead appointed a retired Nelson businessman, William Travers, and beneficiary, Tukumaru Webber, to serve with him, only Blackburn received a salary.[1562] Blackburn steered through the MLC what appears to be the final transfer of the C23 lots 4 and 5 to Anthony and Audrie Dalzell between 1960 and 1962.[1563] Today there is no Maori land left in what was C23 along the stretch of Waikanae River between Reikorangi village and Waikanae township, which was once an angler's paradise.

C41

Ngarara West C41 formed the northern boundary of C23. Originally it formed a massive 8,818-acre section owned solely by Wi Parata. Even after the 1891 Crown purchase of 5,000 acres there, it remained at 3,818 acres, the single largest Ngarara West section. When Wi Parata transferred the 450-acre strip along the railway to the Hemi Matenga Estate in 1900, this commercially valuable land became known as Part C41, lots 1 to 5 further east.[1564] The Hemi Matenga Reserve today occupies most of C41, lot 5, on the steep slope overlooking Waikanae township. The almost 2,000 acres of lots 1 to 4 form the eastern side of C41. After Wi's death in 1906, the Parata whānau retained ownership of some of these eastern C41 lots, separate from the Hemi Matenga Estate. Gilfedder in 1922 confirmed Winara Parata's transfer of lot 4 (452 acres) to the Monk brothers for £1,050. This was well below the Government valuation of £1,750, which even Judge Gilfedder described as 'ridiculously low'. He also described Winara as 'landless' following the transfer, but that did not prevent Gilfedder from confirming it. His 1922 confirmation defied the applicable sections of the Native Land Act 1909 regarding 'landless Natives'.[1565]

[1561] IKMLB C23 lots, 2, 4 & pt5 lease confirmation, 19 Jul 1945, AF 3/8977; C23 lots, 2, 4 & pt5 lease confirmation, 19 Jul 1945, Wellington MB, vol. 35, pp 390-391
[1562] Trustee appointment order, 29 Mar 1950, Wellington MB, vol. 37, pp 287-290
[1563] Transfer 532141, 10 Jul 1960, CT 301/87; Alienation Action Sheet, C23 lots 4 & 5, 9 Apr 1962, AF 3/8982; C23 lots 4 & 5 transfer confirmation, 9 Apr 1962, Wellington MB, vol. 69, p 240
[1564] WN CT 112/63 (21 Nov 1900). DP 3433 (1915) shows Part C41 and the five lots east of it.
[1565] Confirmation C41 lot 4 transfer, 28 Jul 1922, AF 3/8696

Gilfedder's otherwise inexplicable confirmation of Winara's 1922 transfer may have been his attempt to assist the financing of Winara's Wellington home mortgage and planned Taranaki fish business. As previously discussed, by 1932 Ikaroa MLB and Native Department financial assistance to Winara proved a dismal failure. Gilfedder wrote candidly 'that the purchase of the [Wellington] house as well as that of the [fish delivery] Motor truck was a blunder'.[1566] Sadly, Winara died during the following year. The Ikaroa MLB reluctantly approved the release of funds held by the Native Trustee from the 1922 lot 4 transfer to cover the cost of his tangi.[1567] After 1945 Part C41 along the eastern side of the railway became a focus for semi-rural subdivisions. The Estate trustees during 1960 authorised the subdivision of much of the 426 acres north of the old Parata Native Township. Surveyors described this area as the 'Town of Parata Extension'.[1568] Judge Jeune confirmed a total of 18 transfers of 10 plus acre lots between January 1961 and January 1964. Blackburn, the Estate trustee promoting this commercial development, later described these large lots as 'farmlets'. Jeune stated that he was 'satisfied that the alienation in these farmlets is not contrary to the [interests of the] estate . . .'[1569]

[1566] Judge Gilfedder to Fordham, 20 Jan 1932, AF 3/8696
[1567] Fordham to Chief Judge RN Jones, 7 Dec 1933, AF 3/8696
[1568] See DP 22652 (1960)
[1569] Part C41 transfer confirmations, 26 Jan, 4 May, 6 Oct 1961, Wellington MB vol. 42, pp 270-274, 305-306, 377-378; 23 Jan, 7 May, 21 Jul 1963, 23 Jan 1964, Wellington MB vol. 43, pp 116, 136, 182, 271; Blackburn evidence, 11 Jul 1972, Otaki MB, vol. 77, p 67

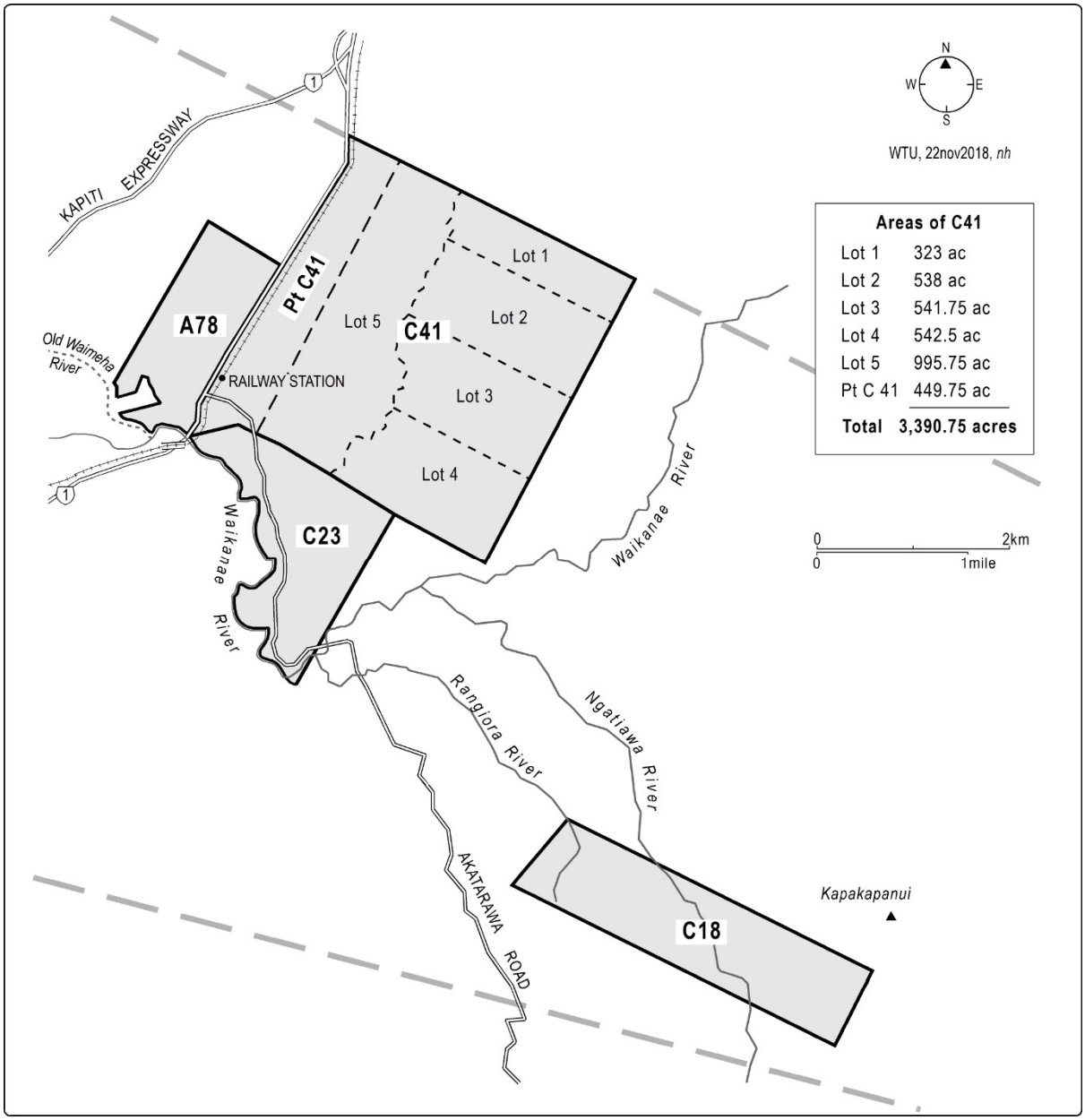


Figure 48: Ngarara West C41 and neighbouring sections

The keen demand for semi-rural lots in Part C41 left only about 100 acres out of the originally surveyed 450 acres unsold. Estate trustee Blackburn in early 1972 received a cash offer from a local syndicate led by Roderick Weir for this left-over land near the old Native Village. Initially, the beneficiaries led by the Webber whānau supported negotiations with Weir.[1570] Partly on the strength of the cash offer, and partly on the understanding that the beneficiaries supported it, Judge Smith on 12 May 1972 confirmed the transfer of 84 acres to Weir. But JH Webber on behalf of beneficiaries immediately objected. He wrote to Judge Smith on 17 May

[1570] Beneficiaries to MLC Registrar, Palmerston North, 11 Apr 1972, AF 3/9778

stating that, when they supported negotiations on 11 April, they 'assumed that the trustees would fulfil their obligations and secure the maximum profit for the land'.[1571] Smith, having already confirmed the transfer, believed he was 'functus officio', or unable to change his mind.[1572]

Smith's deputy registrar, FT O'Kane replied to Webber that 'this is not a matter that is now before the Court'.[1573] Nonetheless, JH Webber's mother, Sarah, retained Neville Simpson of Morison, Spratt & Taylor, to represent the half dozen or so most active beneficiaries. Together, they won the right to have the matter reheard in Levin on 11 July 1972. Judge Smith granted this rehearing because his staff neglected to advertise the original 12 May confirmation hearing.[1574]

At the rehearing Blackburn told the Court that the cash offer for the remainder of Part C 41 came 'out of the blue' with a 10 April telephone call. He and his fellow trustee, Te Iti Ropata, met with Weir immediately. They then on 16 April discussed the prospects of a quick cash sale with 'seven or eight' beneficiaries.[1575] According to Blackburn, Weir specified $150,000 as his cash offer in private conversation on 19 April. Without disclosing the exact sum, Blackburn described it to leading beneficiaries as an attractive offer soon afterwards. He added that 'this was the only way the trustees would agree to winding up the estate'. The beneficiaries responded to Blackburn, he stated, by telling him: 'Carry on – we will support you'.[1576]

In reply to Simpson questions, Blackburn conceded that trustees were obliged to obtain the best possible price for the land. When asked how he established the market value of the land, Blackburn replied that he obtained 'a Special Government Valuation'. Yet he took no steps to elicit competing offers.[1577] Furthermore, Blackburn defended his decision to withhold the exact cash offer amount from leading beneficiaries. He believed that if the final offer had fallen short of $150,000, he would have exhausted his credibility with beneficiaries. Blackburn stated '. . .

[1571] JH Webber to Judge Smith, 17 May 1972, AF 3/9778
[1572] Judge Smith minute 26 May 1972 on Webber to Smith, 17 May 1972, AF 3/9778
[1573] FT O'Kane to JH Webber, 30 May 1972, AF 3/9778
[1574] Judge Smith opening remarks, 11 Jul 1972, Otaki MB, vol. 77, p 65
[1575] Blackburn evidence, 11 Jul 1972, Otaki MB, vol. 77, p 70
[1576] Blackburn evidence, 11 Jul 1972, Otaki MB, vol. 77, p 71
[1577] Blackburn evidence, 11 Jul 1972, Otaki MB, vol. 77, p 74

I thought it was better to wait for the Court to decide [the purchase price] and then tell them [i.e. the beneficiaries]'.[1578]

Neville Simpson on behalf of the beneficiaries pointed out that because Blackburn's 10 May contract with Weir lacked Ropata's signature, it was not legally binding. He argued that Blackburn could not establish the land's market value without either a public auction, or eliciting competing offers. Simpson told the Court that Michael Nathan, a leading Wellington realtor with 38 years of professional experience, had immediately put up a competing $165,000 offer which he later increased to $170,000.[1579]

Judge Smith's decision delivered ten days later in Palmerston North gave considerable weight to Nathan's expert evidence. Smith referred to the adequacy of the purchase price as the crucial issue, citing section 227 of the Maori Affairs Act 1953.[1580] Smith stated that the primary protective 'object of Maori land legislation is to ensure that Maoris should not be the victims of unconscionable bargains with those more astute than themselves'. He dismissed the special Government valuation that Blackburn relied upon, because he considered it 'considerably below market value'.[1581]

Judge Smith concluded, largely based on Nathan's estimate of market value 'that an adequate consideration [for the land] would be in the range [of] $165,000 to $170,000'. By considering Nathan's requested realtor's commission of $3,240 on a $170,000 offer, Smith confirmed the purchase price at $166,760. This was $170,000, less the requested realtor's commission.[1582] The Weir syndicate promptly accepted the increased purchase price, thus completing the alienation with full MLC confirmation.[1583]

The 27 July *Dominion* newspaper report of Smith's judgment headlined his assertion that the Government valuation on the 84-acre property was 'unrealistically low'. The *Dominion* reporter furthermore described the property as a 'historic site', because this was probably the

[1578] Blackburn evidence, 11 Jul 1972, Otaki MB, vol. 77, p 76
[1579] Simpson submission, 11 Jul 1972, Otaki MB, vol. 77, p 81; Michael Nathan evidence, 11 Jul 1972, Otaki MB, vol. 77, pp 85-90
[1580] Section 227 (1d) Maori Affairs Act 1953, *SNZ* 1953, No 94, p 1172
[1581] Judge Smith Part C41 decision. 21 Jul 1972, Otaki MB, vol. 77, pp 162-163
[1582] Judge Smith Part C41 decision. 21 Jul 1972, Otaki MB, vol. 77, p 164; MLC transfer confirmation, 23 Aug 1972, Otaki MB, vol. 77, p 101
[1583] GD Tuohy (for RB Weir), 'Consent to Modification of Terms of Alienation', 10 Aug 1972, AF 3/9778

last valuable residential land at Waikanae belonging to the Hemi Matenga Estate.[1584] Fletcher and Moore, the Nelson-based Estate solicitors concurred. They wrote to the Court on 5 September 1972 stating 'The Estate has now disposed of all its lands in Ngarara West C41'.[1585]

Although this 1972 transfer may have eliminated the last remaining Hemi Matenga Estate land in C41, the Parata whānau retained land in lots 1 to 4 east of the Hemi Matenga Reserve. Wihau Parata, a son of Hira, and a grandson of Wi, in October 1985 wrote to the Aotea MLC registrar seeking information about a 1905 C41, lot 4 lease from Wi Parata to Mary Port.[1586] MJ Fromont replied for the registrar. He stated that neither the Court nor the Land Transfer Office could be expected to record unregistered leases. They could 'only record matters brought to our attention by due legal process', he wrote. He added that landowners like Wi Parata were 'quite at liberty to lease land and not notify either office'. He cited title references to later transfers to the Monk family, and a 1970 title for 85 acres along the western boundary of C41, lot 4.[1587] Apparently unknown to Fromont, the NLC Confirmation Index minute book listed a 1904 Mary Port lease from Wi Parata within C41.[1588] Moreover, the 1970 C41, lot 4 title Fromont cited in his letter to Wihau Parata contained a revealing Status Declaration.

The 18 June 1970 Status Declaration attached to WN CT 8A/1475 signed by FT O'Kane as Deputy Registrar of the Aotea MLC converted the westernmost 85 acres of C41, lot 4, from Maori to General land. This was an example of compulsory Europeanisation based on sections 3-7 of the Maori Affairs Amendment Act 1967. This feature of the 1967 Act created a storm of Maori protest until it was repealed in 1973.[1589] All the Act required was a cursory MLC administrative survey of Maori land 'owned by not more than four persons' that a registrar regarded as 'suitable for effective use and occupation'. A Status Declaration turning Maori into General land required neither public notification nor judicial confirmation. Section 11 of the Act required only that the registrar notify the Maori owners that their land ceased to be Maori land when it was registered with a new General title at the Land Transfer Office.[1590] In the case

[1584] *Dominion* 27 Jul 1972, AF 3/9778
[1585] Fletcher & Moore to MLC Registrar, Palmerston North, 5 Sep 1972, AF 3/9778
[1586] Wihau Parata to Aotea MLC registrar, 10 Oct 1985, CF 25/227-230
[1587] MJ Fromont, Aotea MLC, to Wihau Parata, 25 Oct 1985, CF 25/227-230
[1588] Lease 1904/37, Mary Port from Wi Parata, NLC Ikaroa Confirmation index minute book, vol. 2, p 108, Repro 1126, ANZ-Wgtn
[1589] Sections 3-7, Maori Affairs Amendment Act 1967, *SNZ* 1967, No 124, pp 815-818. On Maori opposition to the compulsory provisions of the 1967 Act, see Atholl Anderson, Judith Binney and Aroha Harris, *Tangata Whenua: An Illustrated History*, Bridget Williams Books, Wellington, 2015, pp 356-357
[1590] Section 11, Maori Affairs Amendment Act 1967, *SNZ* 1967, No 124, p 821

of the 85 acres within C41, lot 4, O'Kane's 18 June 1970 Status Declaration came just six days before the Assistant District Land Registrar prepared the new General title at the Wellington Land Transfer Office.[1591]

The Central North Island Tribunal in 2008 found that this compulsory Europeanisation process legislated in 1967 was 'in breach of article 2 [Treaty] rights, and of the Crown's duty of active protection . . .'[1592] Yet the westernmost 85 acres (34.5652 ha) of C41, lot 4 has remained in General title ever since June 1970. Today it has twenty Maori owners, nine of them with the surname 'Parata'. Many of them may not know how their land came to be Europeanised more than 48 years ago.[1593]

A78

Much of the Ngarara west alienation activity after 1925 revolved around the A78 Waikanae commercial district immediately west of the railway. During 1911-1916 Gilfedder confirmed Hira Parata's complex mortgage arrangements there.[1594] When Hira died in 1932, overdue interest on his £8,552 Native Trustee mortgage soaked up most of the rents from his several A78 commercial lots.[1595] Hira's mortgage arrears also delayed the granting of Maori reservation status to Whakarongotai Marae at A78A.[1596]

Evidently, to help relieve the Parata whānau of Hira's accumulated debts, Judge Whitehead on 3 December 1947 vested 18 acres of A78 west of Whakarongotai in the Maori Trustee. He did so under section 8 of the Native Purposes Act 1943, and section 540 of the Native Land Act 1931. Section 8 required owner consent, and section 540 empowered the Court to alienate land in the interests of owners.[1597] Native Department Undersecretary and Maori Trustee Shepherd informed the acting Minister of Maori Affairs, Eruera Tirikatene, that the A78 Trustee mortgage arrears inherited from Hira still exceeded £7,000. He reported the Parata whānau's wish to alienate 35 residential lots vested in the Maori Trustee along Te Moana and Ngarara Road. This would allow Hira Parata II, a returned serviceman, to farm the remaining 300 acres.

[1591] O'Kane Status Declaration No 831092, 18 June 1970, attached to WN CT 8A/1475 (24 June 1970)
[1592] Waitangi Tribunal, *He Maunga Rongo: Report on Central North Island Claims*, 2008, p 773
[1593] Computer Freehold Register, WN8A/1475, LINZ, Wgtn. Accessed 5 Oct 2018
[1594] IKMLB confirmation Hira Parata pt A78 mortgages, 8 Jan 1911, 27 Mar 1914, 1 Feb 1916, ACIH 16036, MA 1/1053, 1120, 1150
[1595] TH Parata probate application, 29 Mar 1933, Wellington MB, vol. 27, pp 327-332
[1596] Whakarongotai reservation order, 14 Oct 1948, Wellington MB, vol. 37, p 78
[1597] Pt A78 vesting application hearing, 22 Oct 1947; Pt A78 vesting order 3 Dec 1947, Wellington MB, vol. 37, 294, 385-386

Conscious of the need to reduce the Trustee mortgage arrears, Tirikatene promptly conveyed ministerial consent.[1598]

Maori Trustee office staff supervised the 31 January auction of the Parata Estate residential lots forming the western and southern boundaries of the 300-acre farm. Utauta Webber's quarter acre lot 31 near Whakarongotai fetched £205. Her solicitor Vickerman arranged the transfer, and Judge Whitehead confirmed it twice. Firstly, on 29 September 1948 he confirmed the transfer from the Maori Trustee to Utauta. Then on 17 November, less than two months later, he confirmed the transfer of the same lot from Utauta to Lauri Fleming.[1599]

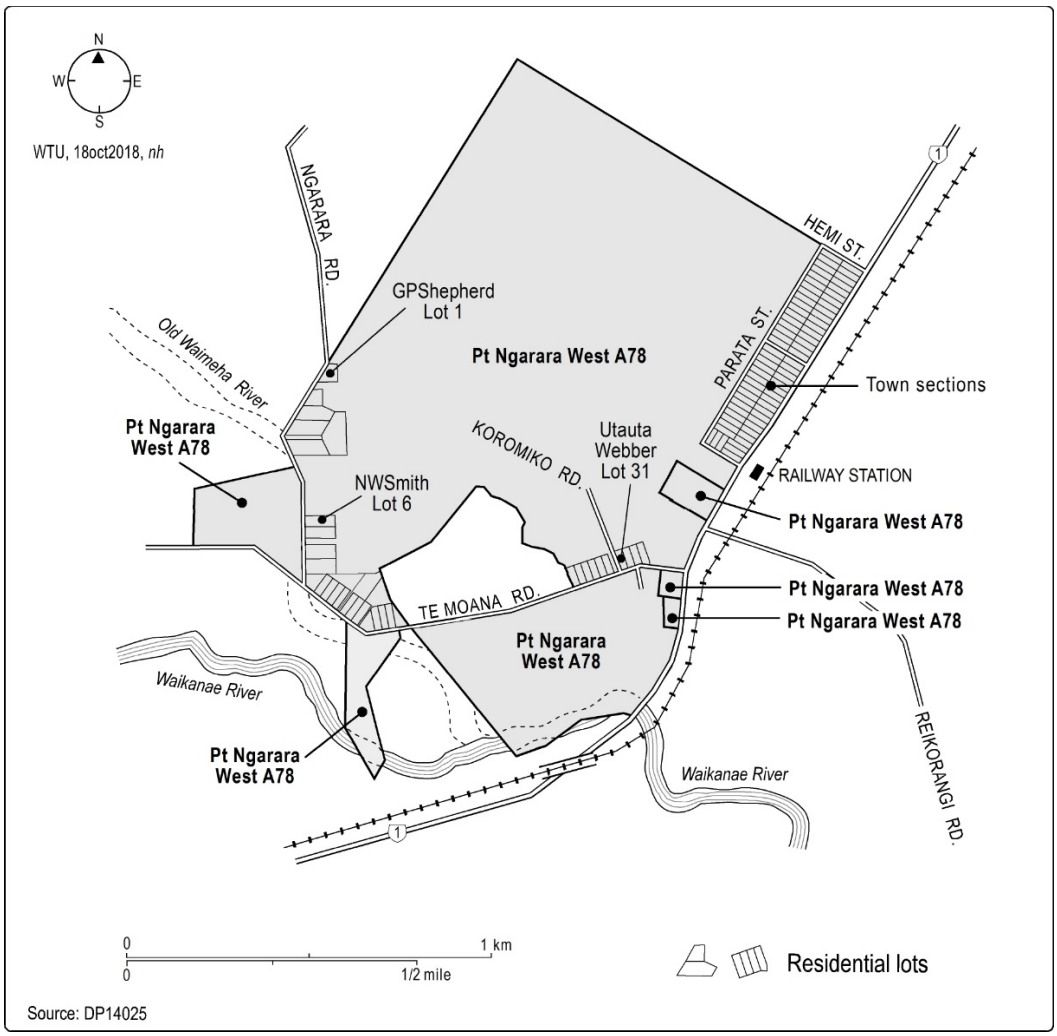


Figure 49: Ngarara West A78 residential lots

[1598] Tirikatene minute, 12 Jan 1948 on Shepherd to Minister of Maori Affairs, 12 Dec 1947, AF 3/9136
[1599] LN Fleming to U Webber, 14 Jul 1948; Memorandum of transfer, 10 Sep 1948; Pt A78, lot 31, transfer confirmation, 29 Sep 1948; MLC Certificate of Confirmation, 17 Nov 1948, AF 3/9102

George P Shepherd and Norman W Smith, as employees of the new Maori Affairs Department, acquired lots 1 and 6 respectively at the same January 1948 Parata Estate auction. According to Shepherd's Tauranga-based lawyer, HO Cooney, Shepherd purchased lot 1 for his married daughter who had lost her husband during World War II. According to Cooney, 'when the matter of the purchase was raised as an issue [by the Public Service Commission], the purchase was abandoned . . .' by Shepherd's daughter, and the Maori Trustee refunded her deposit.[1600] Cooney failed to mention that Shepherd, the purchaser, was the Maori Trustee until September 1948. In that month Tipi Tainui Ropiha replaced Shepherd as both Maori Trustee, and as Secretary of Maori Affairs.[1601] According to the Public Service Commission's legal officer, Shepherd as Maori Trustee had advertised in the 11 May 1948 issue of 'Panui (Maori Gazette)' an application for the Maori Land Board's 'confirmation of a transfer to G.P. Shepherd and to Norman Smith (Maori Affairs Dept.) of land: Lots 1 (Shepherd) and 6 (Smith) . . .'[1602]

The success of the 1948 Parata Estate auction led to another in 1950. The second auction almost doubled the number of lots. According to MLC records, all 65 lots on offer sold within a few months, and these sales netted the whānau £16,330.[1603] Once the 1950 auction established the profitability of residential sales, incentives for A78 alienation increased. Wihau Parata in 1960 mortgaged his 26 acres in A78B1 to the Australia and New Zealand Bank. In confirming this on 26 January 1961, Judge Jeune recorded Wihau as a partner in Parata Construction Ltd then building Porirua state houses. Wihau used his A78 land to secure his ANZ overdraft.[1604]

As residential development accelerated during the 1960s, so did surveys of deposited plans necessary for General land title registration within A78. At a single hearing in June 1964 Judge Smith confirmed three transfers amounting to less than half an acre combined, but with three separate deposited plans associated with the individual lots. DP 23783 surveyed in September 1961 created 22 lots along Parata Street north of Whakarongotai. DP 24082 surveyed in March 1962 created 24 lots further west along Ngaio Road. Finally, DP 25504 surveyed in May 1963 along Rimu Street, just off Ngarara Road. The Wellington surveying firm of Martin and Dyett

[1600] HO Cooney to Chairman, Public Service Commission, 5 May 1949, AEKO 7971, GP Shepherd file 5/4803
[1601] Butterworth & Young, *Maori Affairs*, p 124; Butterworths, *Maori Trustee*, p 164
[1602] Public Service Commission confidential report, 7 Sep 1948, AEKO 7971, GP Shepherd file 5/4803
[1603] Pt A78, lot 61, transfer confirmation, 14 Aug 1950, AF 3/9102; Confirmation hearing, 14 Aug 1950, Lot and price information, 14 Aug 1950, Wellington MB, vol. 37, pp 351-353
[1604] Confirmation Wihau Parata A78B1 mortgage, 26 Jan 1961, Wellington MB, vol. 42, p 267

prepared all three plans. Judge Smith had to examine all three in confirming transfers of lots of less than a quarter acre each.[1605]

The same alienation incentives applied to remaining agricultural land on the outskirts of the residential area, but still within A78. Uruorangi Paki in 1963 leased 9.5 acres of A78B5B land near the new housing for only £3 per acre. This could not even pay her rates bill. Her Hadfield, Peacock and Tripe solicitor named Feist believed that residential developer Belvedere Finance could offer her thousands of pounds for the land. He told Judge Jeune at a January 1964 hearing that Mrs Paki wanted £2,000 from a transfer of her land to Belvedere. She was prepared to have the proceeds of the transfer 'invested through our firm'. Jeune estimated that Paki whānau debts exceeded £3,500, but he was 'impressed with the stability of this Vendor', and the with the support Feist offered her.[1606] At a subsequent November 1965 hearing with Judge Smith, Feist again vouched for Mrs Paki's reliability. Smith willingly confirmed her transfer to Belvedere. Furthermore, he allowed the purchase money to be paid directly to her, rather than indirectly through the Maori Trustee. Two years later the 1967 Act banned such direct payments.[1607]

Market demand for A78 residential lots during the late 60s waned. Judge Smith noted in mid-1968 that four lots along Oriwa Street 'failed to sell at auction'. The Maori owners subsequently arranged for them to be 'sold at [a lower] reserve price'. Smith ensured payment of the proceeds to the Maori Trustee in accordance with section 104 of the Maori Affairs Amendment Act 1967.[1608] The 1967 Act required payments resulting from alienations to be paid to the Maori Trustee, rather than directly to the vendors. This allowed the Trustee to deduct a commission from the eventual payment to the vendor (as in the case of Mrs Paki).[1609] In effect, the 1967 Act relaxed the restrictions on alienation imposed by the 1953 Act, while it sought to impose greater administrative controls.[1610]

By the 1970s, however, the fragmented nature of surviving Maori land in both A78 and in other Ngarara West sections, increased the Crown and Court's difficulty of exercising increased administrative controls. The involvement of the local Maori Land Court, Maori Trustee, and

[1605] Transfer confirmations, A78C, lot 15, A78D, lot 19, A78B10, lot 10, 15 Jun 1964, Wellington MB, vol. 43, p 334
[1606] Transfer confirmation, Uruorangi Paki A78B5B, 23 Jan 1964, Wellington MB, vol. 43, pp 261-263
[1607] Final transfer confirmation, Uruorangi Paki A78B5B, 23 Jan 1964, Otaki MB, vol. 72, pp 107-108
[1608] Transfer confirmations, A78B10, 2 Jul 1968, Wellington MB, vol. 45, pp 61-62
[1609] Section 104, Maori Affairs Amendment Act 1967, *SNZ* 1967, No 124, pp 883-884
[1610] See Butterworth & Young, *Maori Affairs*, pp 105-106

Maori Affairs Department, plus their respective head offices in Wellington, increased overlaps between agencies, and between their local and national offices. These overlaps tended to create administrative confusion, rather than increasing effective administrative controls. Department of Maori Affairs field officers organised few meetings of assembled owners in the Waikanae area during the 1970s and 1980s. When the fourth Labour government wound up the Department of Maori Affairs in 1989, there was little local impact in the Waikanae area. Maori Affairs activities at Waikanae had been barely noticeable for decades, and only disconnected fragments of Maori land remained.

10.8 Conclusion

Today Te Ātiawa/Ngāti Awa own less than one percent of the 28,000 acres at A and C the NLC determined title to in 1891. Compared to the Field family estate of over 3,000 acres (just under 50 percent) of A during the 1920s and 30s, Te Ātiawa/Ngāti Awa owned 1,774 acres (28 percent) of A in 1925. Subsequently, the Te Ātiawa/Ngāti Awa share of A (Waikanae's best land) plummeted to 335 acres (0.5 percent) in 1975, and to just 42 acres (0.06 percent) in 2000. While Te Ātiawa/Ngāti Awa still retained 2,433 acres (11 percent) of the hilly C area at Reikorangi in 2000, this was largely landlocked, marginal land with limited economic potential.[1611] C18 is a depressing example of this type of uneconomic land. Its owners can do very little to make it productive, while they continue to receive rates demands from the Kapiti Coast District Council.[1612] Today, almost all the high value residential Waikanae land at A is general land. Te Ātiawa/Ngāti Awa are now marginalised on marginal Reikorangi land.

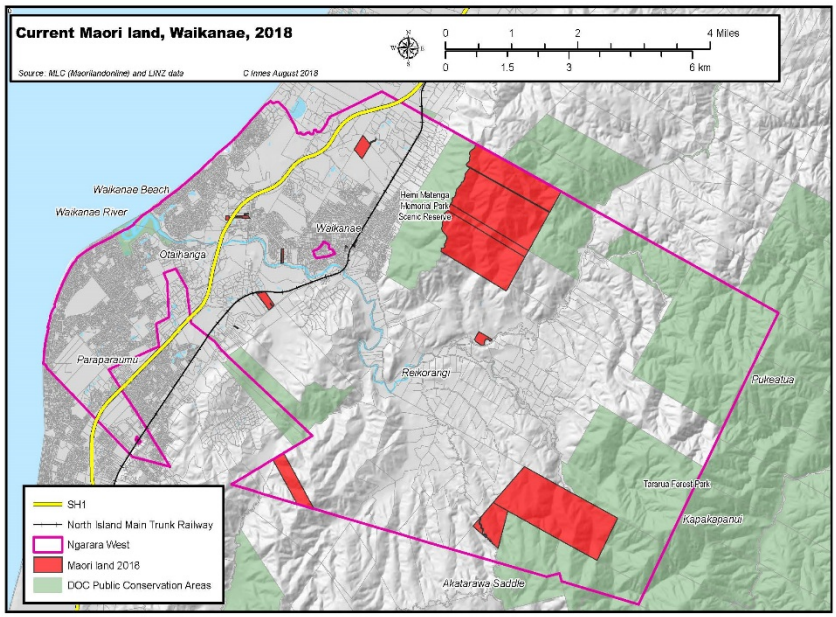


Figure 50: Current Māori land, Waikanae, 2018

[1611] Ngarara West Alienation Tables, Draft Walghan Block Research Narratives, (December 2017), vol. 1, p 271. I have used the 1891, rather than the 1873, NLC title determination as the basis for the above percentages.
[1612] KCDC has a rates remission policy whereby owners are entitled to seek rates relief in respect to such land so if the owners are still having to pay rates on the land. https://www.kapiticoast.govt.nz/globalassets/services/a---z-council-services-and-facilities/rates/rates-remission-policy-2018.pdf

Chapter 11. Conclusion

What was the Te Ātiawa/Ngāti Awa ki Kapiti experience of land utilisation and alienation in the Porirua ki Manawatū district from 1900 to the present, and with what impacts on Te Ātiawa/Ngāti Awa ki Kapiti?

At least six issues arise from chapters 5 to 10 that address the above question. They are:

1. Was the 1892 Ngarara West cadastral plan (SO 13444) a prescription for alienation?
2. What was the nature of the relationship between the Fields and the Paratas?
3. How important was the debt trap in WH Field's private purchases?
4. Did WH Field exploit his public position for private gain?
5. How much did WH Field contribute to Te Ātiawa/Ngāti Awa dispossession?
6. What should the Crown have done to prevent this dispossession?

The 1892 Ngarara West plan, SO 13444

Crown surveyors captured the intricate detail of the NLC's June 1891 Ngarara West title determination in the 1892 plan later designated SO 13444. The architects of this plan not only divided the 28,000 acre Ngarara West A and C area into the relatively flat 6,164-acre area west of the township, and a 21875-acre area east in the hill country. It also divided 119 sections between 60 named owners in two distinct groups. The NLC listed 37 owners with Inia Tuhata, and 23 owners with Wi Parata for the western A sections. It also listed 34 owners with Tuhata, and 14 with Parata for the eastern C sections.[1613]

Many of the 119 SO 13444 sections were multiply-owned. The Lands and Survey Department drafters of the plan meticulously added the names of each owner to each section. WH Field later used this intricate visual guide to establish who owned what in what resembled a giant jigsaw puzzle. He believed that JWA Marchant and JD Climie created this plan. Marchant served briefly as Surveyor General for a few years after 1904, and Climie remained a long-serving Wellington District Surveyor.[1614]

The existence of such an elaborate Crown survey plan of a substantial area of Māori land begs the question of whether the Crown created it in lithographed form to assist in the alienation of

[1613] The NLC omitted NWB in the Paraparaumu area from its 1891 title determinations.
[1614] Field to Chmn, HCC, 8 Apr 1910, FL, vol. 15, pp 295-296; Lawn, Pioneer Surveyors, pp 231, 254

Te Ātiawa/Ngāti Awa land. Because SO 13444 was a composite plan, composed from previous field surveys in the area, the original surveys probably assisted TW Lewis of the Native Land Purchase office in negotiating the boundaries of the 1891 Reikorangi Crown purchases.[1615] Neither of these purchases appeared on the 1892 published version of SO 13444, even though they alienated 9,000 acres, or over 32 percent of the total A and C area.

While TW Lewis could not have used SO 13444 in the 1891 Crown purchase, WH Field certainly used it subsequently in selecting strategic acquisitions for many years. Furthermore, Field then used the 1920s update of SO 13444 when he came to catalogue his acquisitions in 1935-1937. The updated plan modified from NZMS 13, sheet 68, lacked the detailed ownership information of the 1892 version, but it provided Field with a ready reference to his expanded estate. While these official plans may not have been prescriptions for alienation, they certainly assisted the major private purchaser of Te Ātiawa/Ngāti Awa land. One wonders whether Te Ātiawa/Ngāti Awa had access to the same official information. While printed survey plans were publicly available records, they were more available to professionals like Field than they were to people unfamiliar with sources of official information.

The relationship between WH Field and the Parata whānau

SO 13444 shows how the 1891 NLC Ngarara West title determination concentrated Parata whānau land north of the Waikanae River. This assisted Wi Parata to dominate the Te Ātiawa/Ngāti Awa side of the 1891 Reikorangi Crown purchase negotiations, just as he dominated the similar 1874 Maunganui Crown purchase negotiations.[1616]

Wi Parata, with sole ownership of almost 37 percent of A and C combined in 1891, remained the largest Ngarara West landowner until his death in 1906. As the leading private purchaser of Te Ātiawa/Ngāti Awa land, WH Field sought a constructive relationship with the Parata whānau. Field initially cooperated with Wi Parata in the Mapuna section contest with Morison and Elder. When Field lost that NLC case in 1900, he expressed bitter disappointment about Wi Parata's acceptance of cash compensation from Morison, instead of appealing the

[1615] Reikorangi No 1 purchase deed, 7 Aug 1891, WGN 718; Reikorangi No 2 purchase deed, 8 Sep 1891, WGN 717

[1616] Maunganui purchase deed, 14 Jan 1874, WGN 48; Wi Parata receipt, 3 Feb 1874, WGN 53. Wi Parata distributed the initial payment of £600 to his kin, and then accepted £200 for 'myself and my family …'

judgement. At least Wi Parata took Field's advice in preventing Morison and Elder from acquiring further whānau land on the northern side of Mapuna's section.

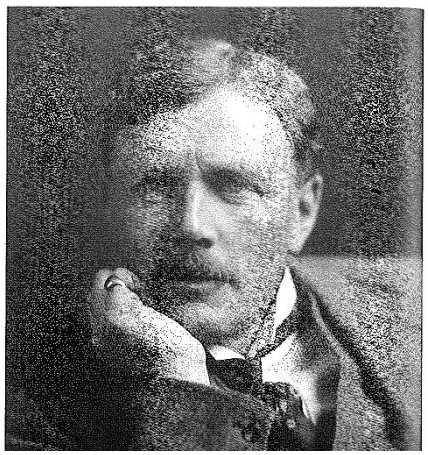
Field paid particular attention to Wi's second son, Hira Parata. He kept Hira's accounts, loaned him money, and arranged NZL and Public Trustee loans for him during the early twentieth century. Hira, however, challenged the accuracy of WH Field's bookkeeping in 1902. In the wake of Hannah Field's allegations about her brother-in-law's wayward bookkeeping, Hira retained the services of a major Wellington law firm in anticipation of a legal showdown. The case never went to trial, but Hira probably succeeded in letting WH Field know that he could not take Parata whānau support for granted.

Wi Parata, in the last year of his life supported Field in his battle with Elder over making Ngarara public road. He cooperated with Field's drainage of the Paetawa-Kawakahia wetlands, and he accepted Field's advocacy of sand-dune reclamation. In return, Field made small donations to Wi Parata's Parihaka support work during 1906.

After Wi Parata's death in September that year, Field began to concentrate on strategic acquisitions of Te Ātiawa/Ngāti Awa land. He made a major effort to win control over Hira's valuable A78 township land. By 1916 Field used complex NZL and Public Trustee mortgage arrangements with Hira to acquire the key southern lots within A78. Field also persuaded the Public Trustee to finance dairying on Hira's land north of the township. In arranging this finance, Field adopted a typically patronising tone. He described Hira as an unstable character who he hoped had 'learnt ... [to] settle down to live on his income'.[1617]

Hira Parata and other Te Ātiawa/Ngāti Awa leaders struggled to maintain their independence from both Field and Elder. His dairying operation just north of the township during the years of World War I, and his previous management of Mahara House as congenial accommodation for Waikanae visitors, showed how he attempted to become a twentieth century rangatira. He was both a tribal leader and a modern businessman. He never let himself become overawed by WH Field.

[1617] Field to Public Trustee, 11 Mar 1914, FL, vol. 19, p 40



Field's relationship with Hira Parata remained volatile. Field denounced what he described as an 'orgy' that followed a tangi at Hira's residence in January 1916. He even took his condemnation of this 'orgy' to the Minister of Police four months later. Such extravagant condemnation can only have harmed Field's relationship with the Parata whānau, particularly because Field's description of this event was probably inaccurate.

Nonetheless, Hira fell further and further into debt to Field, and through Field, to the Public Trustee and NZL. Hira cut a dashing figure, but his dignified father must have counselled him to limit his financial dependence on Field. The Field-Parata relationship, therefore, was never clear-cut, but during the twentieth century it became increasingly one in which Field called the shots. Hira Parata's financial dependence on Field assisted Field's influence over the rest of Te Ātiawa/Ngāti Awa ki Kapiti during much of the first half of the twentieth century.

The debt trap

Many Te Ātiawa/Ngāti Awa fell into debt with Field as they were drawn into the cash economy. Some consequently traded land for debt. Tangi expenses, and the associated store-bought goods, featured in many of Field's Te Ātiawa/Ngāti Awa client accounts. That probably explains why Watene Te Nehu summoned Field to his deathbed in 1902. The rangatira who featured in Field's first 1893 purchase probably sensed that Field would saddle his whānau with a heavy tangi debt. Field often took advantage of the customary imperative to exhibit generosity on such occasions.

Field's mean-spirited treatment of his Te Ātiawa/Ngāti Awa sister-in-law, Hannah, stood in stark contrast to this customary imperative. Not only did he attempt to extract from her his

brother's £809 electoral debt, he also attempted to get control of her land. Fortunately for Hannah, her skilled lawyer protected her from WH Field's electoral debt demands. On the other hand, Field probably used his younger brother, Charley, to obtain control over much of her land, contrary to her fervent dying wishes.[1618]

During the years before 1910, Field routinely charged Te Ātiawa/Ngāti Awa debtors ten percent interest on his loans to them. He described this interest rate to Ngarongoa Eruini in 1903 as 'payment for the great trouble I almost always have over [obtaining the repayment of] these advances'.[1619] Yet when Field borrowed substantial amounts from both NZL and the Public Trustee, he seldom paid them more than six percent interest. By 1910 when Ngarongoa owed him £99, he had reduced her interest to eight percent. But by 1917 her debt to Field grew to an intimidating £958.[1620]

Te Ātiawa/Ngāti Awa ki Kapiti women were often Field's most reliable clients. Many of them drew financial support from land elsewhere, particularly in Taranaki. They were often the main providers for large and growing whānau. They often depended upon Public Trustee rental payments, which made them even more susceptible to Field's control because he could monitor those payments. Ngaruatapuke married Ngarongoa's whanaunga, Jerry Edwin. She supported her large whānau with land interests scattered between Waikanae and Taranaki. By 1913 she owed Field £169. Her husband worked for Field for 8/- a day as a horse and cart labourer, but by late 1915 his debt to Field mounted to £250.[1621] Since Field prepared Ngarongoa, Ngaruatapuke's and Jerry Edwin's accounts, he knew exactly when they were most likely to trade land for debt. And he often took full advantage of their indebtedness.

Field's public position

Field's public position as Ōtaki MHR almost continuously from 1900 until 1935 gave him an advantage in his acquisition of Te Ātiawa/Ngāti Awa land. His older brother Harry preceded him as Ōtaki MHR. Harry's marriage to Hannah gave him access to her Te Ātiawa/Ngāti Awa land. During his term as Ōtaki MHR, Harry also served as a member of the Wellington Lands

[1618] See Figure 37: Hannah Field's posthumous titles, 1906
[1619] Ngarongoa Eruini account, 12 Mar 1903, FL, vol. 9, pp 709-710
[1620] Ngarongoa Eruini account, 13 Sep 1910, FL, vol. 15, pp 741-746; Ngarongoa Eruini account, 19 Jan 1917, FL, vol. 22, pp 481-483
[1621] Ngaruatapuke account, 18 Feb 1913, FL, vol. 17, p 903: Jerry Edwin account, 10 Nov 1915, FL, vol. 22, pp 107-108

Board.[1622] When WH Field succeeded him as MHR in 1900, he could therefore use his public position to obtain inside information about both Te Ātiawa/Ngāti Awa land, and official land information (like SO 13444).

Field developed his association with his major sources of capital, NZL and the Public Trustee, during 1895-1906 when he worked for the law firm that represented both NZL and the Public Trustee. During 1914 when he refinanced his Ngarara West farms, Field revealed what could be described as multiple private-public partnerships. JF Frith from the Nelson office of the Lands and Survey Department, and Judge Gilfedder (a former Liberal MHR) both apparently acted as Ngarara co-mortgagees with him.[1623] The Public Trust office employee congratulating Field on his 1914 return to parliament suggests his inside influence there. Field even obtained a State Advances loan for his wife, and the man there handling her account privately loaned him £1,000 in 1910.[1624]

Even though Field always demanded repayment of his Te Ātiawa/Ngāti Awa clients' debts, he acculumulated his own long-term debts to both NZL, and to The Public Trustee. The way Field warded off overdue interest payment penalties for years show how he took full advantage of his public position. He satisfied the Public Trustee with his privately arranged seven percent arrears rate to evade arrears penalties. When the Public Trustee threatened legal action over these arrears in 1918, Field's written response echoed a politician's arrogance:

> I have not read your Statement of Claim[,] nor do I intend to. Your action, as you must well know, is ungenerous as it is utterly needless[,] and is simply putting my wife and myself to unnecessary expense and humiliation.[1625]

Field kept paying his privileged seven percent overdue interest payments. He appears to have prevailed over Public Trust office rules regarding interest arrears with impunity.

When Field got his other major funder, NZL, to advertise his October 1923 auction of 108 beachside sections, that firm described him prominently as 'Mr. W.H. Field M.P.,' on their impressive sales poster. Field's way of taking full advantage of his public position in promoting his private interests in founding the Waimeha township would not have surprised Te

[1622] *NZOYB*, 1896-1899
[1623] Field to Frith, 10 Jul 1914; Field to Public Trustee, 20 Jul 1914, FL, vol. 19, pp 448-449, 477
[1624] Memorandum of Mortgages, Sep 1910, FL, vol. 15, pp 791-792
[1625] Field to Public Trustee, 1 Feb 1918, FL, vol. 23, pp 783-784

Ātiawa/Ngāti Awa ki Kapiti. But surely, they had a right to expect that Crown officials in Wellington would have taken appropriate measures to guard their interests.

Field's contribution to Te Ātiawa/Ngāti Awa dispossession

Field's c1936 map of his estate appears to be Exhibit A in the case against him as a primary contributor to Te Ātiawa/Ngāti Awa dispossession. His strategic acquisitions marginalised Te Ātiawa/Ngāti Awa ki Kapiti. His land on that map enjoyed public road access, whereas much Te Ātiawa/Ngāti Awa land lacked such access. Te Ātiawa/Ngāti Awa even struggled to obtain private rights of way north from Reikorangi Road through to the timber on Parata-owned C41 forestry land. Today this forestry land represents the last remaining substantial Te Ātiawa/Ngāti Awa landholding. Unlike Field's c1936 estate, today's Te Ātiawa/Ngāti Awa estate remains isolated from the infrastructure necessary to develop its natural resources for the benefit of the local iwi.

The Field estate mapped during the 1930s featured a strategic pattern of integrated grazing land, public roading, shelter belts, and effective fencing and drainage. This provided for his intensive, highly mechanised livestock operations, including dairying. The pattern of Te Ātiawa/Ngāti Awa landholding today stands in stark contrast both to Field's c1936 estate, and to their own c1900 landholding. Both Field's c1936 estate and Te Ātiawa/Ngāti Awa's c1900 landholdings were relatively connected or integrated. The reverse is true of Te Ātiawa/Ngāti Awa land today. Their last remaining area with commercial potential at C41, adjacent to the Hemi Matenga Reserve, is distinctly disconnected.

Te Ātiawa/Ngāti Awa today own less than one percent of the Ngarara West A and C area of approximately 28,000 acres. Their most productive land on the Waikanae Plain diminished from over 6,000 acres in 1892 to 1,774 acres (28 percent) by 1925, to 335 acres (0.5 percent) by 1975, and to only 42 acres (0.06 percent) in 2000. While Te Ātiawa/ Ngāti Awa in 2000 retained 2,433 acres (or 11 percent) of the over 21,000 acres of the eastern Reikorangi hill country they owned in 1891, that land remains largely landlocked, marginal land.[1626] This was the path to their dispossession, and Field helped pave it for them.

[1626] Ngarara A & C ownership schedules, 2 Jun 1891, Otaki MB, vol. 12, pp 217-226; Alienation Tables, Walghan Block Research Narratives, (December 2017), vol. 1, pp 313-314

Crown protective obligations

Private purchasers like Field, rather than Crown purchase agents, alienated the best Te Ātiawa/ Ngāti Awa ki Kapiti land during the twentieth century. Both the Native Land Court Act 1909, and preceding NLC legislation, required the Court to ensure that Māori retained 'sufficient land' for the 'adequate maintenance' of future generations. Yet this protective legislation appears to have failed Te Ātiawa/ Ngāti Awa ki Kapiti. The evidence traversed in chapter five to ten suggests that the Crown normally failed to fulfil its protective obligations. After 1909 the NLC/DMLBs remained grossly understaffed organisations unable to police alienation activity effectively. The NLC almost always failed to meet its requirements to inquire into Field's activities. It exhibited no real ability to scrutinise complex commercial transactions conducted well beyond the courtroom. Hira Parata's multiple mortgages, arranged by Field during the early twentieth century, remained a mystery to the NLC/DMLBSs, in spite of legislative safeguards requiring the Court's scrutiny of private mortgage arrangements.

The Crown could have attempted to enforce its statutory anti-aggregation limits. Conceivably, such enforcement could have protected Te Ātiawa/ Ngāti Awa from Field's further erosion of their diminishing estate. Yet the Field family successfully evaded these anti-aggregation limits by dividing their estate between four individuals. While not technically illegal, this certainly looked like a contrived division. Various Crown agencies, and the Public Trustee, knew what was afoot, but they failed to limit the expansion of the Field estate. While the Crown stood idly by, Field effectively disaggregated the Te Ātiawa/ Ngāti Awa estate. His actions anticipated the title of Tom Brooking's 1992 article in the *New Zealand Journal of History*, '"Busting Up" The Greatest Estate of All'. Brooking's article referred to pre-1912 Crown purchases, rather than twentieth century private purchases, but Field's purchases help 'bust up' the Te Ātiawa/Ngāti Awa estate at Waikanae.[1627]

Field evidently expanded his Ngarara estate without living up to all his tax obligations. Te Ātiawa/ Ngāti Awa may have expected that the Crown would vigorously enforce his tax compliance, just as he vigorously enforced their debt obligations. But the Commissioner of Taxes apparently lacked sufficient administrative support for such enforcement. Likewise, the tiny Wellington Lands and Deeds office lacked the capacity to monitor Field's compliance with

[1627] Tom Brooking, '"Busting Up" the Greatest Estate of All. Liberal Maori Land policy, 1891-1911', *New Zealand Journal of History*, 26:1 (Apr 1992), pp 78-98

lease and title registration requirements. Together the understaffed Tax Commission and Deeds office failed to monitor Field's multi-faceted alienation activity effectively.

The Crown's attempts to comply with the statutory obligations set out in the Native Land Act 1909 appear to have fallen short of what the Waitangi Tribunal describes as active protection. The efforts of NLC/DMLB Judges Gilfedder and Shepherd stand in stark contrast to Judge Harvey's conscientious monitoring of Crown compliance. Judge Harvey sought to mitigate the consequences of the rampant alienation of Te Ātiawa/Ngāti Awa ki Kapiti land during the early twentieth century. During the first half of the twentieth century the Crown enacted sufficient safeguards against Māori landlessness. The 183-page Native Land Act, 1931 added to protective provisions in the 110-page Native Land Act 1909. Both appeared adequate in seeking to safeguard Māori against landlessness.[1628] The problem was not in the legislation, but in the Crown's failure to implement it.

The fate of Native reserves in the Whareroa and Wainui Crown purchases

Eight Native reserves were set aside for Māori in the Whareroa and Wainui Crown purchases in which Te Ātiawa/Ngati Awa ki Kapiti had interests in. Together they contained approximately 1,044 acres. The land reserved for Māori represented just 1.6 per cent of the approximately 64,000 acres the Crown had purchased. The evidence about how these Native reserves were negotiated is scant, so it is unclear whether Te Ātiawa/Ngāti Awa ki Kapiti (and the other hapū and iwi with interests in the reserves) were satisfied with their extent and location.

The location of the reserves largely reflected the pattern of Māori settlement in the blocks, with major coastal kainga such as Wainui and Whareroa and the inland, hillside cultivations retained. The evidence suggests that Te Ātiawa/Ngāti Awa ki Kapiti had strong interests in three reserves: Tamati's Reserve and Mataihuka Reserve within the Whareroa block, and Whareroa Pa reserve within the Wainui block. The other five reserves appear to have been more closely associated with Ngāti Toa, Ngāti Mutunga and Ngāti Maru.

Tamati's Reserve was set aside for the Puketapu rangatira Tamati te Whakapakeke. He had opposed the selling of the Wainui and Whareroa lands to the Crown, so this 50-acre section

[1628] Native Land Act, 1931, *SNZ*, No 31, pp 157-340

was reserved for him in return for him dropping his opposition to the land sale. Although it was designated as a Native Reserve on the 1859 plan of the reserves, and on a later 1870s Survey Office plan, it was given no formal protection. Instead a Crown grant was issued to Tamati Te Whakapakeke on 20 August 1863 for the land, but no restrictions on alienation were recorded on the grant. It appears that after Tamati's death, his two successors sold their interests in the reserve to the MacKay brothers, local European settlers who owned several blocks of land nearby. A certificate of title was issued to the Archibald, William, Alexander and Arthur MacKay for the land on 20 March 1896. A few years earlier in 1887, they had also purchased the Ramaroa Reserve in the Wainui block.[1629] In 1892 and 1893, parts of the Whareroa cultivation reserve, which was adjacent to Tamati's reserve, were purchased by Ossian and Michael Lynch, whose other land lay nearby.

Mataihuka was valued by hapū. From the start of their purchase negotiations with the Crown in April 1858 hapū sought to have it reserved for them. Mataihuka Reserve was shown as a Native reserve on both the 1859 sketch plan and the 1870s Survey Office plan. Despite this, by August 1866 it had been sold to a Major Wood for £110, and a Crown grant was issued to him for Mataihuka, being section 57 on the plan of the Wainui district, containing 210 acres.

However, the large majority of the Native reserves in the Wainui block (Paekakariki, Wainui Township, Te Puka, Whareroa Pa and the Whareroa cultivation reserve) remained in Māori ownership in 1900. In broad terms, the 1910s and 1920s saw a considerable proportion of this remaining reserve land sold to private buyers, almost all of whom belonged to the Smith family who owned the surrounding farmland. The 50-acre Te Puka Reserve was purchased sometime before 1916, when it was owned by Leonard Sanderson Smith.[1630]

Paekakariki Reserve was partitioned into Paekakariki No. 1 (49a 0r 16p) and No. 2 (85a 2r 8p) by the Māori owners in March 1896. Paekakariki No. 1 was further subdivided later that year. This resulted in part of Paekakariki No. 1A (5a 1r 8p) being set aside as a railway reserve.[1631] The same thing happened when Paekakariki No. 2 was partitioned in 1902 – part of Paekakariki No. 2A (9a 0r 37p) was designated as a railway reserve.[1632] Almost all of the remainder of the

[1629] Walghan partners, 2018, Wai 2200, A203, p 132
[1630] Walghan partners, 2018, Wai 2200, A203, p 130
[1631] Walghan partners, 2018, Wai 2200, A203, p 124
[1632] Walghan partners, 2018, Wai 2200, A203, p 124

reserve was progressively purchased by private buyers (mostly John Sydney Smith and Eva Florence Smith) between 1897 and 1926.[1633]

In the case of the Wainui Township Reserve the majority of the land was purchased by Harold and Annie Smith between 1911 and 1924. Two further pieces were sold to Dorothy Anne Smith in 1931 and 1934.[1634] Similarly, between 1907 and 1909 portions of the Whareroa cultivation reserve were purchased by the Lynch family and the Mackay brothers.[1635]

The final portions of the Paekakariki and Wainui reserves were alienated from Maori ownership in the late 1940s and early 1950s under public works legislation. The whole of Whareroa Pa reserve and the last portion of the Wainui reserve were taken under for 'better utilisation' and became part of the Queen Elizabeth Park.[1636] The last piece of Paekakariki reserve was taken for railway purposes in 1951.[1637] Today, only a ¼ acre urupā in the Whareroa cultivation reserve remains as Māori land.[1638]

What were the circumstances around the Crown's acquisition of Wi Parata's land at Waikanae for Parata Native Township?

On 17 August 1899, a 49-acre portion of Ngarara West C section 41 in what is now central Waikanae was declared a Native township under the Native Townships Act 1895. The land belonged to Wi Parata, although he was in the process of transferring it to his brother Hemi Matenga (that transfer was finally registered and a title issued to him in November 1900).

The Native township was largely a product of co-ordinated and sustained settler pressure for township land, and of Wi Parata's response to that pressure. In September 1896, he informed John McKenzie, the Minister of Lands, that he heard settlers at Waikanae had requested a Native township be established there. As a result, Wi Parata decided to have a township surveyed and cut out of his land. He was explicit that the reason he decided to create his own township was to meet settler demand for sections and thus stop the Crown from taking his land for a Native township. This was a defensive move aimed at protecting his land, strengthening

[1633] Walghan partners, 2018, Wai 2200, A203, p 125
[1634] Walghan partners, 2018, Wai 2200, A203, p 138
[1635] Walghan partners, 2018, Wai 2200, A203, p 142
[1636] Walghan partners, 2018, Wai 2200, A203, p 138 & 142 respectively
[1637] Walghan partners, 2018, Wai 2200, A203, p 125
[1638] Walghan partners, 2018, Wai 2200, A203, p 142

his relationships with settlers (some of whom were already leasing land from him in what would become the township), and retaining control of his land and the profits from it. A few days later the settlers, headed by Henry Walton, sent a petition to the Minister of Lands asking him to form a Native township at Waikanae.[1639]

Wi Parata proceeded quickly with a survey of his township. By September 1897, a draft plan of the township had been submitted to the Chief Surveyor at Wellington by Wi Parata's surveyor, Mr Martin. In the meantime, settler pressure for a Native township continued. At first the Crown seemed supportive of Wi Parata's venture. Officials noted that he was well within his right to survey and subdivide his land for a township and told Henry Walton and other settlers pushing for action on their petition that the township Wi Parata was laying out would meet their needs.

In August 1898, Wi Parata contacted the Minister of Lands again to say that a more detailed plan would be submitted shortly for his approval. He asked for a copy of the settlers' petition so he could approach those seeking land, presumably to assure them that a township would soon be completed and to begin making arrangements with them to be his tenants. By that time, some settlers were pressing for a Native township to be established on section 23 Ngarara West C, land Wi Parata owned on the western (seaward) side of the railway line. But again, government officials were persuaded not to take action as Wi Parata assured them that he was laying out a township on section 41 on the eastern (hill side) of the railway line and that those sections would be up for sale to settlers as soon as they were ready.

However, by August-September 1898 it appeared that the Crown could not wait any longer. The Minister for Lands changed his stance. After a meeting between him and Premier Richard Seddon and a deputation of settlers pressing for a government township on section 23, McKenzie emphasised that the Crown should 'take active steps so that the land may not slip out of our grasp'. On 13 September 1898, McKenzie assured a local settler that the government intended to create a Native township 'as soon as arrangements can be made with Wi Parata for the cession of the land required for that purpose.' He considered all that was necessary to get Wi Parata to agree was a little persuasion, or as McKenzie so delicately put it 'a little

[1639] Petition to Minister of Lands from Henry Walton and 60 others, 11 September 1896 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt.

conciliatory forbearance.' [1640] The following month moves were underway to examine the site of Wi Parata's township and determine whether a Native township would be economically viable in the longer term. But, it was not until several months later in January 1899 that the Surveyor General wrote to Wi Parata asking him to consider giving his approval for the Crown to proceed under the Native Townships Act 1895.

It is not entirely clear what motivated the Crown to change its position. The sources hold no explicit explanation, but the role of Premier Seddon may have been a significant factor. Settler pressure for a Native township was unwavering and by June 1898 they were meeting with Seddon to press their case. On 19 August, another deputation brought the matter to Seddon and McKenzie. About a week later, Wi Parata also met with Seddon about 'the Waikanae township.' Frustratingly, nothing has been discovered about what transpired at these meetings, therefore it is difficult to say what influence Seddon had over the Crown's determination to press on with a Native township and to persuade Wi Parata to bring his township under the Act. But Seddon's support and enthusiasm for the Native townships scheme was clearly apparent several years prior, where he was involved in negotiations for the first Native township at Pipiriki, on the Whanganui River. In making his decision about whether to allow his township to become a Native township, Wi Parata turned to Seddon, and it seems likely that they meet at least once between January and May 1899, when it was reported that Wi Parata had given his consent to his township being utilised under the Act. The fact that the decision took five month suggests Wi Parata's caution, if not his reluctance to abandon his own township.

The matter of Wi Parata's consent is an important one. McKenzie, the Minister of Lands, admitted in September 1898 that the Crown could not justify dealing with Wi Parata's township under the Native Townships Act because it was not 'sufficiently remote from close settlement'.[1641] This meant that the Crown could not take the land for a Native township without obtaining Wi Parata's consent. The township site was in effect ordinary Native land. As the Surveyor General noted in relation to proposals to take part of Wi Parata's section 23 Ngarara West C for a Native township, there was no power to take Native lands compulsorily

[1640] John McKenzie, Minister of Lands to R G Barr, Waikanae, 13 September 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt.
[1641] John McKenzie, Minister of Lands to R G Barr, Waikanae, 13 September 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt.

for settlement purposes; nor was there any provision under the Land for Settlements Act as compulsory powers were confined to lands granted by the Crown.[1642]

It is not clear whether Wi Parata was fully informed when he gave consent. His later attempts to manage the development of the Native township; his request to lease sections that had not been taken up after the initial auction of the leases in September 1900; his (and Hemi Matenga's) practice of continuing to lease township sections to settlers; and his view that the Native allotments in the township remained in his ownership, all suggest that he may not have fully understood the true implications of bringing his township under the Native townships regime. These factors also indicate that he expected to retain more control of the township than the Native townships legislation allowed. In fact, the Native Townships Act 1895 and its amendments made no provision for Māori owners to take a role in the ongoing management of the township. Instead, the land was vested in the Crown and administered by them and Crown-appointed bodies as trustees for Māori who became beneficial owners.

In this case the Crown also had a rare opportunity to work in partnership with Wi Parata. The Crown could have chosen to wait until Wi Parata's township was completed and provided him with support. There is no evidence that officials contacted Wi Parata when it was reported in December 1898 that he had abandoned his efforts to create a township, or that they offered to assist him to complete the work. Instead, the decision had already been made to persuade him to give his consent to his township being converted into a Native township. A partnership with Wi Parata would have saved the Crown the time and cost of establishing and administering the township, but still provided township lands to meet settler demand. Nor did there ever seem to be any consideration given to allowing Wi Parata, or later Hemi Matenga, to take a formal role in the management of the Native township.

Crown officials were generally responsive to Wi Parata's wishes and tried to accommodate them. For example, before the township sections were auctioned they looked at whether they could change the terms and conditions of the township leases to require lessees to build houses of six or more rooms, as desired by Wi Parata. When Wi Parata complained about the lack of improvements made by lessees in the first few years of the township's life, officials sought a legal opinion about whether they could compel lessees to make improvements. But in each case

[1642] Surveyor General to the Minister of Lands, 26 August 1898 in ACGT 18190, LS 1 4/11 39588, ANZ Wgt.

the Native township scheme was too rigid to accommodate these wishes and officials found they had no legal power to act. On occasion, they were more successful. When Wi Parata wanted to lease one of the Native allotments, and it was found that no power existed for him to do so, officials had special legislation passed to make it possible.

What expectations were there about the benefits arising from the Native township scheme?

Wi Parata expected Parata Native Township to rapidly develop into a commercial and residential hub that would bring him and his people new opportunities. He was to be disappointed. Few lessees built house or businesses on their sections. Part of the problem was that those who could afford a lease often had no capital to fund improvements, and banks were less-inclined to lend on leasehold tenure. Another difficulty was that many of the sections were held by speculators, who simply took up a lease and used the sections for grazing stock. They hoped that in time they would be able to sell the leasehold for a profit as demand for sections rose. Crown officials were advised by the Solicitor General's office that there was little they could do to compel lessees to make improvements. Underdevelopment of the township continued to be a problem and Wi Parata never saw his vision of the township realised.

When Wi Parata died in 1906 his son Hira Parata inherited much of his land in the district. This included section 78 Ngarara West A on the western (opposite) side of the railway line from the Native township (the area that is now the commercial block of Waikanae township). Hira Parata had part of this section subdivided into 72 lots and sold the freehold to settlers in the hope of creating a more viable commercial centre. The auction was an immediate success, with all lots selling well over their reserve. The advertising and newspaper coverage explicitly contrasted this new 'Waikanae township' with the struggling Parata Native Township. During debate on the Native Townships Bill in 1910, the member of the House for Ōtaki, W H Field, drew attention to the lack of improvements on township sections. Even as late as 1916 the newspaper stated the leasehold tenure had retarded the development of the township, and lessees were now reluctant to make improvements with only a few years of their 21-year terms to go.

Did the owners/and or local iwi/hapū receive any economic benefit from the township?

Until 1910, settlers were prohibited from buying freehold land within Parata Native Township. However, the leases they signed brought very limited benefits to the wider Te Ātiawa/Ngāti

Awa ki Kapiti. Although the township did not flourish to the extent Wi Parata had hoped, the level of leasing was uniformly high. The township was fully tenanted by 1904 and remained more or less fully leased, with 86 to 88 per cent of the township sections leased up until freeholding began. While this did generate some income for the Māori beneficial owners, the level of income was highly variable due to rent arrears. Crown officials and later the district Maori land boards who administered the township were unable to stop this pattern of rent arrears. Legally, they were empowered to re-enter, repossess and re-let sections where rents were in arrears by 30 days or more. However, they generally preferred not to enforce this and arrears were allowed to mount for long periods (between one and four years) with only warning notices sent to non-compliant lessees.

The returns from the townships were also reduced by various costs being deducted by the Crown and Crown-appointed administrators. This included a commission on rents of about 5 per cent, as well as a commission on any compensation paid for land taken in the township under public works legislation and from the sections sold to lessees. In addition, the Māori owner(s) had to bear the costs of re-entering and re-advertising forfeited leases, valuations and other miscellaneous costs. The balance sheets supplied to the beneficial owner(s) and later trustees of Hemi Matenga's estate varied considerably in their level of detail. They almost always show the commission on rents being deducted by other costs that were rarely itemised. It is therefore unclear how much the beneficial owner(s) or trustees knew about the costs they were paying. The cost of surveying the township was also repaid by the owner(s). In this case the cost was relatively modest, and the owner was prosperous. Nevertheless, as the Whanganui Tribunal suggested, it could be argued that it was unfair that Māori were required to bear all of the costs of developing and running the Native townships when the Crown saw them as an important means of expanding and supporting European settlement.

The circumstances that had the most profound impact on Māori ability to enjoy the benefits of Parata Native Township was the repeated failure of the Crown and Crown-appointed bodies to acknowledge the transfer of the township lands to Hemi Matenga. On the face of it there seems little reason to doubt that this transfer occurred and was legitimate. The transfer was registered on the title in November 1900. The fact that the District Land Registrar then issued a fresh title in favour of Hemi Matenga for the land suggests that he considered the transfer to be correct and valid. The transfer and fresh title were noted in the Crown's own files, yet the Crown and Crown-appointed bodies repeatedly suspended the payment of township income to Hemi

Matenga, and later to the trustees of his estate, because they had doubts about or refused to acknowledge he was the sole legitimate beneficial owner. As a result, Hemi Matenga was forced to obtain permission from Wi Parata to have the income paid to him, which was both time-consuming and frustrating. The Crown did finally acknowledge Hemi Matenga's right to receive the township income, but they did not accept his ownership of the township lands in his lifetime (he died in 1912). These frustrations were compounded by the Maori land board's failure or consistent delays in supplying Hemi Matenga and his trustees with information about the state of the township or with balance sheets showing income.

This situation could have been avoided had the matter of Hemi Matenga's ownership been resolved when the Crown first became aware of it in January 1900. When they became aware of Hemi Matenga's claim to be the owner of the township lands (via transfer from Wi Parata) they had an opportunity to pause and allow the matter to be resolved. Instead they rapidly took the final steps in constituting the Native township.

By 1910, Native townships legislation allowed the Crown to sell the freehold to lessees with the written consent of the beneficial owner(s) or a resolution from a meeting of assembled owners. By the end of the 1920s, half of the township sections had been sold to lessees. Te Ātiawa/Ngāti Awa ki Kapiti had no say in these alienations. Even the 'owners' of the land, the beneficiaries of Hemi Matenga's will, were not consulted. Instead, the two trustees of Hemi Matenga's estate were consulted by the Maori land board (later the Māori Trustee) and made the decision to sell. They did so after giving considerable thought to whether to consent to the freeholding of township sections and sought information from the district Maori land board about how that process would work and whether the proceeds from the sales would be paid to the estate. They gave their consent in principle in August 1921, which allowed the board to inform lessees that they would either renew their leases for a further 21 years or make an

application for the freehold. Each application was then consented to by both the board and the trustees of Hemi Matenga's estate.

The board was acting within its powers and under its regulations when it decided to only require the consent of the trustees rather than of the individual Māori who were beneficiaries of Hemi Matenga's estate. However, this left the beneficiaries with less power to make a choice about freeholding (vs re-vesting in themselves) than they would normally have had under Māori land legislation. If they had not been subject to trustees in this way, the board would have been required to obtain their written consent or a resolution of a meeting of assembled owners. It is not necessarily that the trustees of the estate made poor decisions, but that those who were the real beneficial owners were deprived of that choice. There was relatively little freeholding during the 1930s and 1940s. A second, and final upsurge in the selling of township sections occurred in the 1950s and 1960s. Today only the urupā (and area of about a quarter of an acre) adjacent to St Luke's Church remains in Māori ownership. Parata Native Township had become another part of the process by which, during the twentieth century, Te Ātiawa/Ngāti Awa ki Kapiti saw almost all their remaining land alienated and the iwi became virtually landless within the Porirua ki Manawatū inquiry district.

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ACIH 16036 MA 1 954/ 1908/457: Received: 26th August 1908. - From: Education Department. - Subject: School Site at Waikanae. Draft clause for Native Land Bill to enable change from present site to Sections 18 and 19 Block IV. Township of Parata (1928-1928)

ACIH 16036 MA1 1427/ 1927/373: Received: 6th October 1927 - From: Clerk, Native Affairs Committee, H of R [House of Representative], Wellington - Subject: For report on Petition No. 293/27 of Inia Hoani Kiharoa asking for return of Mataihuka Block Reserve [Including: 1920/307] (1927-1927)

Department of Lands and Survey, Wellington District Office (ADXS)

ADXS 19480 LS-W2 17/ 1867/168: From: Joseph Bennett and R Simpson, Otahuao Date: 21 March 1867 Subject: Requesting that the road way may be laid off to Tamati's Reserve [Letter in Maori attached.] (1867)

ADXS 19480 LS-W 2 19/ 1869/310: From: Henry Linch [Lynch], Whareroa Date: 16 November 1869 Subject: Enquiry on what terms reserved section of 90 acres Whareroa may be purchased 1863/421 - [Leases of Town Belt City of Wellington; List of Subscribers on account of fencing in the Canal and Basin Reserve (paid into the Treasury)] (1863-1869)

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qMS-0756, Vol. 29: Jul – Sept 1924
qMS-0757, Vol. 30: Jul 26 – Jun 28
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qMS-0761, Vol. 32: Feb 31 – Oct 33
qMS-0762, Vol. 33: Nov 33 – Sept 37
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3/9136: Pt. Ngarara West A No. 78 Lot 7

3/9343: Ngarara West C Sec 18

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Appendix 1: Research Commission

WAITANGI TRIBUNAL	Wai 2200
CONCERNING	the Treaty of Waitangi Act 1975
AND	the Porirua ki Manawatū District Inquiry

DIRECTION COMMISSIONING RESEARCH

1. Pursuant to clause 5A of the second schedule of the Treaty of Waitangi Act 1975, the Tribunal commissions Dr Barry Rigby and Kesaia Walker, Tribunal staff members, to prepare an overview and local issues (gap-filling) research report concerning Te Ātiawa/Ngāti Awa ki Kapiti land and political engagement with the Crown from 1900 to the present for the Porirua ki Manawatū District Inquiry.

2. This direction re-commissions the research originally commissioned from Dr Rigby and Leanne Boulton, which could not proceed and was previously cancelled (Wai 2200, #2.3.27, #2.3.36).

3. The report will provide a narrative overview of the land title, utilisation and alienation history of the interests of Te Ātiawa/Ngāti Awa ki Kapiti during the 20th century, as well as an evaluation of the impacts of that history on the people of Te Ātiawa/Ngāti Awa ki Kapiti.

4. It will consider the following questions to the extent that they are not already covered in the Porirua ki Manawatū district-wide overview research:

   a) What was the Te Ātiawa/Ngāti Awa ki Kapiti experience of land utilisation and alienation in the Porirua ki Manawatū district from 1900 to the present, and with what impacts on Te Ātiawa/Ngāti Awa ki Kapiti?

   b) What were the circumstances around the Crown's acquisition of Wi Parata's land at Waikanae for the Parata Native Township?

   c) What expectations were there about the benefits arising from the native township scheme?

   d) Did the owners and/or local iwi/hapū receive any economic benefit from the township?

5. The commission ends on 10 December 2018, at which time an electronic copy of the final report must be submitted to the Registrar for filing, together with indexed copies of any supporting documents or transcripts. The electronic copy of the report and supporting documentation should be provided in Word or PDF file format.

6. The report may be received as evidence and the authors may be cross-examin on it.

7. The Registrar is to send copies of this direction to:
   Dr Barry Rigby, Senior Research Analyst, Waitangi Tribunal Unit;
   Kesaia Walker; Principal Research Analyst, Waitangi Tribunal Unit;
   Claimant counsel, Crown counsel and unrepresented claimants in the Porirua ki Manawatū District Inquiry
   Chief Historian, Waitangi Tribunal Unit
   Principal Research Analysts, Waitangi Tribunal Unit
   Manager Research Services, Waitangi Tribunal Unit
   Manager Inquiry Facilitation, Waitangi Tribunal Unit
   Inquiry Facilitator, Waitangi Tribunal Unit
   Solicitor General, Crown Law Office
   Director, Office of Treaty Settlements;
   Chief Executive, Crown Forestry Rental Trust; and
   Chief Executive, Te Puni Kōkiri

DATED at Gisborne on this 7th day of November 2018

Deputy Chief Judge C L Fox
Presiding Officer
WAITANGI TRIBUNAL