Twentieth Century Muaupoko Land Alienation and Administration Gap-Filling Research

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Introduction

This gap-filling research project concerns the alienation and administration of Muaupoko lands within the Horowhenua block in the twentieth century. The focus is on Horowhenua 3 and Horowhenua 11 blocks, which were the two main titles remaining largely in Muaupoko ownership at 1900.

Horowhenua 11 originally comprised 14,975 acres, but a number of parts of this title were either alienated prior to 1900 or have already been the subject of other research and are thus excluded from consideration here. These areas are Lake Horowhenua (901 acres), the State Farm Crown purchase (1,500 acres), Horowhenua 11B42C1 (a Crown purchase of 1,088 acres), and Hokio A (912 acres). This leaves about 10,574 acres of Horowhenua under consideration for this project.

Horowhenua 3 originally comprised 11,130 acres. As of 1900 about 45 subdivisions had been privately purchased comprising about 5,756 acres and one subdivision was acquired by the Crown in 1900 (Horowhenua 3E5 of 835 acres 1 rood 32 perches).[1] (It should be noted that Horowhenua 3E5A and 3E5B are separate titles, rather than any sort of partition of 3E5.) This leaves about 4,539 acres of Horowhenua 3 to be examined in this project.

Together, the remnants of Horowhenua 3 and Horowhenua 11 at 1900 comprise just over 15,100 acres, which were partitioned and re-partitioned into about 500 titles over time. These lands are the focus of the report. They were subject to private purchasing, public works takings, enforced sales for rates arrears, and title fragmentation which together greatly reduced the area of land remaining in Muaupoko ownership today.

The results of land purchasing and other alienations in the twentieth century is that various Muaupoko owners today retain interests in a total of 6,049 acres of Maori land in the Horowhenua block, of which 553 acres is in Horowhenua 3 titles and 4,726 acres is in Horowhenua 11 titles.[2] However, the latter figure includes Lake Horowhenua (901 acres) and Hokio A (912 acres), which are not considered in this evidence. After adjusting for those two

1 Wai 2200 #A161, pp.34 and 52-54.
2 Wai 2200 #A161(d).

large retained titles, the area remaining today with the portions of Horowhenua 11 that are being considered in this evidence is just over 2,900 acres. The difference between the approximately 15,100 acres of Muaupoko land in the portions of Horowhenua 3 and Horowhenua 11 considered here at 1900, and the approximately 3,450 acres of Maori land remaining within them today, is about 11,650 acres. This area of land, permanently alienated from Muaupoko ownership (nearly all of it by private purchase) is the focus of this report.

As noted in the existing evidence, it is not possible – given the limitations of the sources – to account for every acre of Muaupoko land. However, most of the 11,650 acres of land alienated from Muaupoko ownership in the Horowhenua 3 and Horowhenua 11 blocks in the twentieth century can be accounted for: about 10,228 acres was privately purchased; about 677 acres was Europeanised; about 172 acres was taken for public purposes, and; about 16 acres was sold for rates arrears under the 1925 Act. This accounts for nearly 11,100 acres of the alienated land.

Some lands not accounted for in the above figures may have fallen through the gaps between research projects. For instance, Horowhenua 11B38 (12 acres 3 roods) should be covered by the report on Public Works takings but is not referred to there.[3] It has been listed as taken in 1907 under the Public Works Act 1905 and Horowhenua Lake Act 1905, although the date is not given.[4] Other research indicates the land could not be taken under the Public Works Act and was instead purchased from the sole owner, Te Rangimairehau, in 1907 at a price of £21 5s. per acre (a total of about £280). The purchasing later included 1 acre 37 perches of Horowhenau 11B39 (20 acres 1 rood), acquired from Paranihia Riwai and Roka Hakopa.[5] Horowhenua 11B38 was later vested in the Domain Board by a special provision in the Reserves and Other Lands Disposal Act 1917 (s.64), which also vested 37 perches of the adjoining 11B39 block (20 acres 1 rood).

In a very few cases, nothing at all has been discovered about a title. During the course of this project, four small "reserves" were identified within the Horowhenua 11B subdivision of "Horowhenua Pa" (Te Rae o te Karaka) on the western shore of the lake. They are labelled "A Reserve" to "D Reserve," varying in size from quarter of an acre to two and three-quarters of an acre (comprising in total 5 acres 2 roods 27 perches).[6] Other than being marked on a plan, no record of these reserves has been located. The initial subdivision of Horowhenua 11A and 11B refers to "Reserves, lagoons, etc" comprising 33 acres, but no further details are given (although

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3 Wai 2200 #A211.
4 Wai 2200 #A161, p.188.
5 Wai 2200 #A150, p.50, and; Wai 2200 #A161, p.189.
6 ML 1655, LINZ.

the four 11B reserves (A to D) are likely to be included in this figure).[7] The Muaupoko Tribal Authority believe that Mitiwaha Kerei was the first trustee appointed for these reserves. The four small reserves may still remain Maori land (and are excluded from rating by the Horowhenua District Council), but no title or ownership information can be gleaned from online title and survey records.

Other Horowhenua titles remaining in Maori ownership as of 1900 that were also included in this project are the considerably smaller Horowhenua 4, 5, 6, 7, and 8 blocks. The origins of the Horowhenua 4, 5, 7, and 8 titles are discussed in the existing research, which notes these blocks were allocated for owners who affiliated primarily to iwi other than Muaupoko but who had been included in the original title as "takekores" (those deemed to lack rights to the land as Muaupoko). Horowhenua 4 (510 acres) was allocated to 30 Hamua of Wairarapa; Horowhenua 5 (a mere four acres) was allocated to two individuals due to their small rights; Horowhenua 7 (311 acres) was allocated to three Rangitane rangatira, and; Horowhenua 8 (264 acres) was awarded to three individuals. The remaining title, Horowhenua 6 (4,620 acres), was allocated to 44 Muaupoko "rerewaho" who had been left out of the 1873 title.[8]

Only a little information has been located on Horowhenua 4 and 7 blocks and nothing at all on Horowhenua 5 and 8.

What can be noted here is that Horowhenua 4A (40 acres) was awarded to the Crown on partition of Horowhenua 4 in 1911 while Horowhenua 4B (471 acres) remains Maori land.[9] Prior to partition, Horowhenua 4 (512 acres 1 rood 20 perches) was charged with a survey lien of £10 11s. 7d. in 1895, although it seems this lien was actually for Horowhenua 4B (see below), as Horowhenua 4A was charged with a separate lien of £8 14s. on which five years interest at five percent per annum was charged from 1895.[10] It should also be noted that in 1920, Horowhenua 4B was charged with a large survey lien of £102 9s. 4d, which is equal to more than four shillings an acre; a remarkably high rate given the modest lien on the parent block. Both liens remained unpaid until 1967, when they were converted to decimal currency ($19.50 and $204.93 respectively), to which was added an interest charge of $56.11 (representing five years interest at five percent per annum on the original liens).[11] It is not known when or how this debt was discharged. Other information on Horowhenua 4B located during research for this project concerns rates arrears (see Chapter 5).

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7 Wai 2200 #A70(a), MLC Documents, Volume 8, p.472.
8 Wai 2200 #A163, pp.159-160. See also AJHR, 1896, G-2, pp.96, 135, 172, 184, and 283.
9 Wai 2200 #A161, pp.122-123..
10 Wai 2200 #A70(a), MLC Documents, Volume I, p.620, and Volume VIII, pp.291 and 294.
11 Wai 2200 #A70(a), MLC Documents, Volume VIII, pp.291 and 293.

Horowhenua 5 comprises four acres that remain in Maori ownership.[12]

Horowhenua 6 (4,620 acres) was the subject of Crown purchasing in 1898-1899, leading to the Crown's interests being partitioned out by the Native Land Court in 1899 as Horowhenua 6A (4,363 acres). It paid £8,708 for this land, which is about £2 per acre.[13] The Crown then acquired Horowhenua 6C (100 acres) later in 1899, paying a similar price per acre; the total price being £209.[14] These transactions are outside the terms of this project, having been completed by 1900.

Horowhenua 6D (57 acres) has been reported as alienated from Maori ownership in 1902.[15] What actually occurred was that the owner, Hana Rata ('Hannah Retter') transferred the title to Fred Retter, a Levin butcher described as "half-caste." This transaction was also referred to as an exchange, but it is not clear what Hana obtained through it.[16] He was likely a whanaunga of Haana (Fred also leased other Rata ('Retter') land in Horowhenua 3E2 Sections 1B and 1C). In 1929, Haana Rata gifted other land (from "natural love and affection") to those who seem to be her whanaunga, including Elizabeth Retter (a widow of Shannon), Nina Gill of Weraroa, Martha Proctor of Levin, and Jane Roach of Shannon.[17] Nothing further has been located about the subsequent alienation of Horowhenua 6D from Fred Retter's ownership.

The balance area, being Horowhenua 6B (97 acres 2 roods 8 perches), remains Maori land (it had comprised 100 acres but in 1905 about 2 ½ acres were taken for a road. The land may have been retained in Maori ownership at the time because its owners were minors, which made it more difficult to alienate. The land had then passed to the five successors of Ngahuia Eruera (who died in 1893); being Kaiangi, Taniwha, Tararua, and Rupine Eruera and Te Kahariki Rihipeti. In 1903, their interests were vested in the Public Trustee, who then applied to have the statutory restrictions on the title removed to enable the land to be leased. The land was leased in 1903 for 21 years, and was leased again in 1925. That year, Taniwha Eruera (aka Ernest Taniwha Sutherland) was bankrupted and the Officiall Assignee transferred his interests to Edna Maria Campbell (wife of Ohau farmer, Hugh Campbell).[18] The Campbells' interests appear to have been subsequently re-acquired by the owners (as they are not among the current owners) but no further information about the title was located during research for this project.

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12 Wai 2200 #A161, p.124.
13 AJHR, 1899, G-3, p.7.
14 AJHR, 1900, G-4, p.3.
15 Wai 2200 #A161, p.124.
16 Wai 2200 #A70(a), MLC Documents, Volume VI, p.628, and Volume VIII, p.66.
17 Horowhenua 11B42A9A. Alienation file 3/8869. MLC, Whanganui.
18 AJHR, 1905, G-4, p.10, and; Wai 2200 #A70(a), MLC Documents, Volume VIII, pp.70-71.

Horowhenua 7 is briefly referred to in this report, and it can be noted here that Horowhenua 7A (103 acres 3 roods 15 perches) was awarded to the Crown on partition in 1907 for interests that it began to purchase in 1899 (see Chapter 1.3). Some interests in Horowhenua 7B (208 acres) were lost to a mortgagee sale in 1909 and the balance were purchased by the Crown in the 1950s (see Chapter 4.1).

Horowhenua 8 (264 acres 3 roods 15 perches) was privately acquired through a mortgagee sale in 1911).[19]

The project brief for this report (appended) specified a range of issues other than those noted above. These other issues include title consolidation, land development, conversion, Europeanisation, and the impact of local body rates and town planning. No new material relevant to these issues has been located during the course of research for this project beyond that already provided in the existing research. On title consolidation, Jane Luiten has examined the only consolidation scheme attempted in these Horowhenua lands, the Taueki Consolidation Scheme, in as much depth as the sources allow.[20] No material relating to any Horowhenua land development scheme has been located.

Evidence on conversion of uneconomic interests to any significant degree has not been located, beyond what little has been revealed in the existing evidence.[21] No further material on Europeanisation has been identified beyond that set out in the existing evidence. This is hardly surprising, given that Europeanisation was a process driven by statute that involved no consultation with Maori land owners and generated very little in the way of a paper trail.[22] Some additional information has been located on the impact of rates on Muaupoko land owners (see Chapter 5) to supplement the detailed work already done.[23] However, no new material on the impact of town planning on Muaupoko lands has been located beyond that in the existing evidence.[24]

Another aspect of the project brief was the social and economic impacts on Muaupoko of land loss and the land management regime imposed on them in the twentieth century. To a large extent, these broader impacts have been well traversed in evidence filed since this project commenced, rendering redundant further research into issues such as the housing, health,

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19 Wai 2200 #A161, p.125, and; Wai 2200 #A70(a), MLC Documents, Volume VIII, p.68.
20 Wai 2200 #A163, Chapter 7.6, and; Wai 2200 #A219, Chapter 1.8.3.
21 Wai 2200 #A161, Section C, Part vi.
22 Wai 2200 #A161, Section C, Part vii.
23 Wai 2200 #A193, Chapter 9.
24 Wai 2200 #A193, Chapter 9.48.

employment, incomes, education, and general social and economic conditions of Muaupoko in the twentieth century.[25]

Given the foregoing, the focus of this report is very much on the fate of the hundreds of subdivisions within the Horowhenua 3 and Horowhenua 11 titles during the twentieth century. The biggest impact on these titles was private purchasing, and this is the focus of the three main chapters in the report.

Chapter 1 considers several aspects of private purchasing, including some of the main land purchasers and their purchases, the exploitation of leases as a prelude to purchasing, and the role of Muaupoko debts in the vesting, mortgaging, and purchase of their lands. Debt and impoverishment are significant factors in the purchasing of large areas of Muaupoko land in the twentieth century.

Chapters 2 and 3 examined some key aspects of the government's regime for processing Maori land purchases in the twentieth century, how these were applied to Muaupoko lands and owners and some of the impacts this had. The focus of Chapter 2 is Muaupoko landlessness or, to be more precise, the shifting statutory regime to manage that landlessness. The focus of Chapter 3 is on the government's control of the proceeds of land purchases and the impacts this had on Muaupoko vendors. In many cases the proceeds, or large parts of them, were not paid to the vendors by the Ikaroa Maori Land Board but were instead retained by the Board to be paid out as and when it saw fit over a protracted period. The general impacts of this paternalistic approach are set out in the report, as well as a more detailed examination of its impacts on particular Muaupoko individuals and whanau.

Chapter 4 looks at some of the main impacts of title fragmentation discernible from the evidence. These include the creation of landlocked titles, the creation of uneconomic titles, and accumulating survey debts which, during most of the twentieth century, were held by the Crown.

Chapter 5 examines some additional evidence on the impact of local body rates on Muaupoko land titles, building on the existing detailed evidence.[26] There is little new evidence on the enforced sale of land for rates arrears in the period from 1964 to 1975 using the provisions of the Rating Act 1925. However, there is some new evidence on other sales that are related to rates arrears but which were enforced under provisions other than the 1925 Act.

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25 Wai 2200 A219.
26 Wai 2200 #A193, Chapter 9.

Finally Chapter 6 looks at Public Works takings. This builds on the comprehensive existing evidence, while also providing additional details on some of the takings recorded in the existing evidence.[27]

[27] Wai 2200 #A211 and #A211(b).

1. Private Purchasing

As has been noted in the existing research, during the twentieth century private purchasing of Muaupoko lands greatly exceeded Crown purchasing, both in number of transactions and in the extent of land involved. There are about 250 private purchases affecting the Horowhenua 3 and Horowhenua 11 titles covered by this report, resulting in the loss of about 10,228 acres. The existing research shows the great bulk of this private purchasing, by area and by number of transactions, occurred in the first two decades of the century, particularly in the first decade of the operations of the Ikaroa District Maori Land Board (1910–1919). Thereafter, purchasing falls off significantly, not least because there is so little land left to Muaupoko by the 1920s.

Nearly half of the land privately purchased in the twentieth century was acquired by just five large purchasers (the McDonalds, Hannans, Evertons, Ryders, and Park) who together acquired about 4,600 acres. For these large landowners, it was a case buy early and buy often, but in some cases they or their descendants were still acquiring Muaupoko land many decades after their first purchases. The other approximately 5,800 acres of land privately purchased in that period was acquired by more than 100 different purchasers throughout the century, most of whom engaged in one or a few purchases.

The largest purchaser of Muaupoko lands in the twentieth century, by number of transactions rather than by area, was the McDonald family (mainly John but also Mary, Flora, Lindsay, and Lawrence), who acquired about 1,643 acres in 28 purchases:[28]

Block	Purchased
Horowhenua 3A1 (102 acres 3 roods 1 perch)	1904
Horowhenua 3A3 (102 acres 3 roods 10 perches)	1905
Horowhenua 3A5 (102 acres 3 roods 10 perches)	1906
Horowhenua 3C1 Lot 1 (104 acres 3 roods 39 perches)	1899
Horowhenua 3C1 Lot 2 (104 acres 3 roods 39 perches)	1899

[28] Wai 2200 #A161, pp.359-360; Wai 2200 #A70(a) MLC Documents Volume VII, p.358 and Volume VIII, pp.48. 52, 59, 71, 78, 80-83, 89, and; Alienation files 3/8555, 8659, and 8680. MLC, Whanganui.

Horowhenua 3C1 Lots 3, 5, 6 & 8 (419 acres 3 roods 36 perches)	1896
Horowhenua 3C1 Lot 4 (104 acres 3 roods 39 perches)	1903
Horowhenua 3C1 Lot 7 (104 acres 3 roods 39 perches)	1906
Horowhenua 11B27 (9 acres 2 roods 10 perches)	1915
Horowhenua 11B29 (10 acres)	1912
Horowhenua 11B31A (5 acres 3 roods 5 perches)	1917
Horowhenua 11B31B (10 acres 1 rood 30 perches)	1917
Horowhenua 11B33 (5 acres 3 roods 15 perches)	1923
Horowhenua 11B34 (16 acres 30 perches)	1912
Horowhenua 11B35A (6 acres 4 perches)	1917
Horowhenua 11B36 Section 1C2B (18 acres 18 perches)	1912
Horowhenua 11B36 Section 2K1 (25 acres 2 roods 27 perches)	1914
Horowhenua 11B36 Section 2K2 (35 acres 3 roods 29 perches)	1911
Horowhenua 11B36 Section 2K3 (5 acres 21 perches)	1914
Horowhenua 11B36 Section 2K4 (10 acres 1 rood 3 perches)	1914
Horowhenua 11B36 Section 2L1E Part (40 acres)	1911
Horowhenua 11B36 Section 3G1 (74 acres)	1915
Horowhenua 11B36 Section 3G2B (15 acres)	1915
Horowhenua 11B36 Section 3G3C (16 acres 15 perches)	1917
Horowhenua 11B36 Section 3H1 (45 acres 2 rood)	1914
Horowhenua 11B36 Section 3H2A (24 acres)	1912
Horowhenua 11B36 Section 3H4A (15 acres 2 roods 20 perches)	1918
Horowhenua 11B41 North A2A (106 acres 1 rood 24 perches)	1914

The bulk of these purchases were completed by 1916 when, as the Board found (and as Jane Luiten has reported), the McDonalds had already acquired 1,219 acres.[29] Over the next decade, they picked up just over 400 acres more in another seven smaller purchases.

In addition to these purchases, the McDonalds were also large lessees of land. By the time their holdings were belatedly reviewed by the Board in 1916, they were leasing about 2,545 acres of land in seven blocks.[30]

The only reason the extraordinary holdings of the McDonald family came to light in 1916 is because the Board was investigating a particularly blatant example of 'dummyism' involving the McDonalds putting up one of their shepherds as a dummy buyer to evade the restrictions on

[29] Wai 2200 #A161, pp.359-360.
[30] Wai 2200 #A161, pp.359-360.

aggregation of farm land (restrictions which the Board was supposed to enforce). The Board was critical of what it called an attempt to exploit "a simple young and inexperienced workman to mislead the Board and assist a member of a land-monopolising family to secure further areas of Native land."[31] Nothing was said about the fate of the Muaupoko owners, whose land was being acquired through these fraudulent dealings. McDonald had induced Areta Nahona, one of the six owners of **Horowhenua 11B36 Section 2L1A** (12 acres 3 rood 9 perches), to sign a lease to the shepherd Roland Russell, who then applied to the Board as a dummy lessee for McDonald. The Board's issue was that the solicitor who prepared the application (the ubiquitous Park) had misled it by claiming Russell was a farmer when he was merely "a shepherd on the McDonald estate." As such, the application was "not a bona fide one" and was dismissed.[32]

The restrictions on aggregation and on the use of dummy buyers were not a measure designed to be protective of Maori interests, in the way that restrictions on landlessness might arguably be presented. The restrictions on aggregation were instead about the perceived public interest, insofar as it was deemed undesirable for large estates to be established in an era of closer settlement and small farms. Despite this, the practice of 'dummyism' was as loudly and pointlessly decried as it was widely and quietly practised. It simply forced large land holders to put up wives, siblings, children, or even their lawyers as the nominal purchaser. It made little difference to Muaupoko who the Board approved as purchaser as their land was being lost regardless. The weak enforcement of dummyism is evident from the fate of McDonald's deceitful application: yes, the Board dismissed it, but he suffered no further consequences. He was instead rewarded by having his lease confirmed when he applied for it in his own name in 1917, with the lease backdated to when it was first signed with Areta in 1916.[33]

The McDonalds also purchased land while they held it as lessees, such as Horowhenua 11B36 Section 3G2B (whose owners were also rendered landless by the purchase), but they did not always get away with this questionable practice. It should be noted that when Alice McDonald (as dummy buyer for her husband, Lindsay) tried to purchase Horowhenua 11B41 North A1A in 1918 while it was under lease, the Board refused on the grounds that the owners were better off collecting their rental income than selling. It made the same comment in 1923, when McDonald tried to purchase Horowhenua 11B36 Section 2L1A, the block which (as noted above) he had been leasing since 1916. The Board had previously come to the same conclusion in 1914, when McDonald tried to purchase the nearby block Horowhenua 11B41 North A1D while it was under lease (added to which the vendor would be rendered landless). Unfortunately, these examples are more the exceptions than the rule when it comes to lessees exploiting their position

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31 Wai 2200 #A161, pp.358-362.
32 Board minutes, 8 November 1916. Alienation file 3/8680. MLC, Whanganui.
33 Board confirmation, 13 December 1917. Alienation file 3/8680. MLC, Whanganui.

to acquire land. For instance, the 1914 defence of the otherwise landless lessee was set aside in 1920 when the purchase of the land by another buyer was then approved.[34]

Another very large purchaser of Muaupoko lands was John Ryder (and those associated with, related to, or descended from him; including Mary, Ernest, Norman, and Ian Ryder), who bought 14 blocks comprising about 1,036 acres in several linked clusters from 1903 to 1973:[35]

Block	Purchased
Horowhenua 3E2 Section 4A (34 acres 2 roods 20 perches)	1903
Horowhenua 3E2 Section 4B (34 acres 2 roods 9 perches)	1903
Horowhenua 3E2 Section 4C (34 acres 2 roods 19 perches)	1903
Horowhenua 11B41 North A1C (232 acres 26 perches)	1973
Horowhenua 11B41 North A1E2B (222 acres 20 perches)	1958
Horowhenua 11B41 North B3 Section 3 (44 acres)	1958
Horowhenua 11B41 North B3 Section 4 (82 acres 1 rood 5 perches)	1956
Horowhenua 11B41 South D1 (35 acres 2 roods 2 perches)	1912
Horowhenua 11B41 South D2 (24 acres 2 roods 24 perches)	1912
Horowhenua 11B41 South F1A (9 acres 9 perches)	1920
Horowhenua 11B41 South F2A (3 acres 3 roods 5 perches)	1920
Horowhenua 11B41 South G1 (119 acres 2 roods 15 perches)	1942
Horowhenua 11B41 South L (114 acres 2 roods 39 perches)	1942
Horowhenua 11B41 South O (45 acres 1 rood 8 perches)	1942

These purchases included debt transactions, such as Horowhenua 11B41 North B3 Section 4 (82 acres 1 rood 5 perches), which was acquired by Ian Ryder Ltd for £750 from owners who were in debt and in need of the funds. It did not help that the land was an uneconomic unit, being landlocked and a poorly-shaped long, thin block. The purchase highlights the flaws of the meeting of owner process used to confirm purchases, often by a minority of the owners who were aware of and able to attend such meetings, held at inconvenient times on short notice. In this case, the Court was told that the report of the meeting of the owners held on 26 July 1957 to consider Ryder's offer failed to record how many owners were present and who among them and how many voted for or against the two offers on the table; to sell or to lease. Court staff concluded of their own sloppiness that the decision should be in favour of Ryder: "The applicant

34 Alienation files 3/8947 and 3/8537. MLC, Whanganui.

35 Wai 2200 #A70(a) MLC Documents Volume VII, pp.432-436; VIII, pp.63, 80, 86, and 94, and Volume IX, pp.353-355, and; Alienation files 3/8929, 8931, 9077, 9608, and 9609. MLC, Whanganui.

should not be prejudiced, so he will get the benefit of any doubt. Resolution [to sell] confirmed."[36] The owners did not get the benefit of the doubt.

Some of the later purchases side-stepped the meetings of owners process altogether, and instead targeted the direct purchase of undivided individual interests over an extended period. For instance, Ian Ryder Ltd acquired Horowhenua 11B41 North A1C while he was lessee, using numerous individual purchases, which rendered some of the vendors landless. These began in 1964 but were not completed until 1972. Similarly, he acquired undivided individual shares in Horowhenua 11B41 North B3 Section 3 and Section 4 over an extended period while he was lessee.[37] He was also lessee of Horowhenua 11B41 North B2B (165 acres 2 roods 20 perches) when it was Europeanised in 1968, after he had acquired some undivided individual interests, and it seems probable that he acquired the land after it became General land.[38]

This targeting of individual owners regardless of the views of the owners as a group began with Walter Ryder as early as 1918, in the case of Horowhenua 11B41 South L and O. The purchase was not completed until 1942. Several of the owners were heavily in debt and in dire need of the purchase proceeds, which the Board retained and paid out at its pleasure.[39]

Like other big purchasers, the Ryders were also big lessees and were able to use their position to advance many of the above acquisitions. They were not always successful; in 1950, the local Maori Affairs Field Supervisor rejected Ryder's offer for Horowhenua 3E2 Section 2 (103 acres 3 roods 18 perches, which he then held under lease) as too low, while the Board also noted that the purchase would leave most of the owners landless.[40] Norman Ryder tried to purchase Horowhenua 11B36 Section 2L6 (44 acres 33 perches) in 1954, while he was lessee (ostensibly as some owners wanted funds for housing purposes) but this did not proceed (for reasons not evident from the sources).[41]

Daniel Hannan and his family (wife Honora, kin James and William, and descendants Peter and Thomas) acquired 13 titles across the twentieth century, beginning in 1904 and ending in 1962,

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36 Otaki MB 66, p.287. Alienation file 3/8931. MLC, Whanganui. Other Court records showed the shortcomings of the meeting: of the 21,155 shares and 38 owners, only 8 owners were present plus one proxy, holding 2,652 shares in total. Nine of the owners were dead without successors yet appointed, and the Court lacked the correct addresses for those who yet lived (Proceedings of meeting of owners, 26 July 1957).

37 Alienation file 3/8989. MLC, Whanganui.

38 Alienation file 3/9606. MLC, Whanganui.

39 Alienation file 3/9077. MLC, Whanganui.

40 Field Supervisor to Registrar, 26 July 1950; Registrar to Park & Bertram, 13 September 1950, and; Otaki MB 64, p.134. Alienation file, 3/8950. MLC, Whanganui.

41 Alienation file 3/8337. MLC, Whanganui.

with the bulk of the 1,461 acres being acquired in subdivisions of Horowhenua 11B41 South in the 1920s:[42]

Block	Purchased
Horowhenua 3E2 Section 5 (103 acres 3 roods 19 perches)	1911
Horowhenua 3E2 Sections 6 & 7 (207 acres 2 roods 37 perches)	1904
Horowhenua 11A9 (62 acres)	1904
Horowhenua 11A10 (71 acres)	1925
Horowhenua 11A15 (10 acres)	1961
Horowhenua 11B36 Section 3G2A (40 acres)	1909
Horowhenua 11B41 South E (106 acres 2 roods 28 perches)	1927
Horowhenua 11B41 South G3 (164 acres 1 rood 17 perches)	1914
Horowhenua 11B41 South G6A (41 acres 1 rood 15 perches)	1927
Horowhenua 11B41 South H2B (173 acres 2 roods 20 perches)	1921
Horowhenua 11B41 South J (278 acres 1 rood 33 perches)	1920
Horowhenua 11B41 South N2 (153 acres 2 roods 1 perch)	1962
Horowhenua 11B41 South R (49 acres 1 rood 25 perches)	1917

As noted elsewhere in this report, at least six of these purchases were debt transactions, notably those arranged in 1904, and the use of mortgage debt featured in the purchases in 1909, 1914, 1927 (both purchases). Horowhenua 11B41 South E was acquired from its indebted owners while Hannan was both lessee and mortgagee, a position that was (as noted elsewhere in this report) the subject of official criticism, but no action. In the case of Horowhenua 11B41 South N2, the Hannans had to play a very long game; the likely landlessness caused by an attempted purchase in 1915 meant Hannan had to take a long-term lease with a compensation clause instead, but his family eventually got the land in 1962 while it remained under lease. The purchase of land by lessee gave the latter an unfair advantage and was (as noted elsewhere in this report) the subject of official criticism, to no effect.

Other dubious practices used by land purchasers – such as fraud – were harder to detect than debt, dummyism, or purchasing by lessees and mortgagees. Given how easy it was to defraud Muaupoko owners, how rarely fraud was detected by the Board, and how lax the Board's processes were, it is impossible to know how widespread fraud was. Even when detected, neither deception nor the taint of fraud was enough to prevent a purchase being confirmed, so it is not as if there was much risk to the purchasers and agents involved. On the other hand, solicitors

[42] Wai 2200 #A70(a) MLC Documents Volume VIII, pp.58, 62, 69, 80, 87, 96, and 98, and; Alienation files 3/8538, 8727, 8779, 8888, 9410, and 9799. MLC, Whanganui.

had to meet higher standards and were answerable to a body other than the Board so they could find themselves in trouble when they became involved in such dodgy dealings.

An instance of fraud came to light in 1911 when the dummy buyer Honora Hannan (standing in for her husband D. Hannan) and her solicitor tried to confirm their dubious August 1910 purchase of **Horowhenua 11B36 Section 4B** (25 acres 1 rood 25 perches). Hannan was then leasing the land on a long term at an annual rental of 18 shillings per acre (equal to a value of £18 per acre or a capital value of about £450).[43] Board President J. B. Jack told the Native Department that when Hannan's solicitors Kirk & Stevens filed receipts and accounts in December 1910 showing the agreed purchase price had been paid, his "suspicions became aroused – how I cannot exactly explain." It was only this inexplicable hunch, rather than any defect in the paperwork, that prevented the fraud evading detection. The accounts were forwarded to the Maori member of the Board, Rere Nicholson, who then interviewed the two vendors (Norenore Kerehi and Ngapera Taueki).[44]

The results of the interviewing of Norenore Kerehi and Ngapera Taueki were "so serious" that in January 1911, Jack "deemed further inquiry necessary." At the end of the month he demanded production of cheques for £146 4s. 4d. and £15 12s. 10d. allegedly paid to the vendors to complete what appears to have been a total purchase price of £575.[45] It was soon revealed that only £50 and £5 respectively of these sum had then been paid. When the Board sat in Wellington on 9 February 1911, Stevens and Mr Hannan (not his wife, the nominal purchaser) appeared and defended the veracity of the accounts, but were unable to produce the cheques the Board wanted to see, which it again demanded before doing anything further to confirm the transaction. Jack had already taken the extraordinary step of summoning the two vendors to give evidence to the Board two days earlier, telling the Native Department: "Fearing that undue influence would be exercised, if I advised Mr Stevens or Mr Hannan of this examination, the Natives were called without notice being given to the purchaser or his solicitors."[46]

The President had good cause to fear the exercise of 'undue influence,' as D. Hannan had already induced the vendors to try to evade the requirement to pay a price equal to the Government Valuation (usually lower than market value), and to accept far less than they were due. Hannan went on to explain to the Native Department that he had paid a purchase advance of £42 to the

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43 D. Hannan, Levin, to Native Department, 11 November 1911. MA 1/1053, 1911/314. R22403788 Archives New Zealand.

44 President Jack to Native Department, 8 June 1911. MA 1/1053, 1911/314. R22403788. Archives New Zealand.

45 The purchase price is given in Wai 2200 #A163, p.352.

46 President Jack to Native Department, 8 June 1911. MA 1/1053, 1911/314. R22403788. Archives New Zealand.

two owners as early as 1902, charging them interest of ten percent on the sum. In 1906 he "got possession of the land from the natives," which presumably refers to his lease, which was clearly intended as a holding measure until he could purchase the land. It was only in July 1910 that negotiations to complete the purchase got into full swing. Hannan blamed Stevens for not paying out two cheques to the owners (being £96 owed to Norenore and £10 owed to Ngapera). He claimed that Norenore had agreed to accept just £30 "in full satisfaction of her claim" to the £96 she was owed, but when this outrageous deal was exposed he promised in October 1911 to pay her all of what she was owed. Except that by then Norenore had died.[47]

Hannan's claim about Norenore accepting only £30 of what she was owed did not square with his and Stevens' insistence that the full amounts owing (£96 for Norenore and £10 12s. to Kerehi) had been paid when the cheques were cashed on 2 February 1911. Jack was very suspicious of these cheques being cashed on that date, just days after the Board had demanded their production in January, observing they were "cashed before the examination" of Norenore and Ngapera on 7 February, and where "therefore not cashed" by the vendors. The cheques appear to have instead been cashed by Stevens.[48] Hannan tried to blame Stevens for everything, complaining to the Native Department:

> It seems to me very unfair that I should be held responsible for any misdeed on the part of Mr Stevens in connection with this matter, as he was acting as solicitor in a dual capacity for the natives and myself, and the natives paid him for his services.[49]

That is, Stevens was involved in a conflict of interest by acting for both parties even before he defrauded his Maori 'clients'. Having reviewed the evidence, Jack rejected Hannan's claim of innocence and found he was actively involved in the fraud which was "in accordance with tacit arrangements between Native vendors and yourself." Jack also pointed out:

> Further, they [Kirk & Stevens] got a declaration made by Norenore on 16th December last, before Mr P. Bartholomew, J.P., Levin, in which it is stated the cheque [for £96] was returned to you as being the difference between the increased Government

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47 D. Hannan, Levin, to Native Department, 20 October 1911. MA 1/1053, 1911/314. R22403788 Archives New Zealand.

48 President Jack to Native Department, 8 June 1911. MA 1/1053, 1911/314. R22403788. Archives New Zealand.

49 D. Hannan, Levin, to Native Department, 20 October 1911. MA 1/1053, 1911/314. R22403788 Archives New Zealand.

> valuation and the price Norenore agreed to sell at; or in other words, to defeat the intention of the Act, a private compact was made between you.[50]

Thus, in addition to the fraud committed by Stevens, Hannan had tried to evade the requirement to pay a price at least equal to the current Government Valuation, because that valuation had clearly risen beyond the price he had envisaged paying.

Despite having been caught red-handed, Hannan brazened it out, responding that he had repeatedly told the owners, "I would not pay more than £20 per acre for the land no matter what valuation would be." This was because he already held the land on a long-term lease at an annual rental of 18 shillings per acre (equal to a land value of £18 per acre, or about £450 for the block). Finally, Hannan blamed it all on a familiar bogeyman - some unnamed Maori 'agitator' - and claimed the owners "were perfectly satisfied with the original arrangement suggested by themselves until they were subsequently prompted by a local Native."[51]

In April 1911 the Board had considered Hannan's application and concluded:

> in view of the evident studied and deliberate fraud that had been attempted, it decided that it would retain the transfer until the total purchase money had been paid to the Board, less what had actually to the knowledge of the Board, been paid to the vendors. The Board intended holding the purchase money until the rights of the vendors and purchaser had been settled by a competent Court.[52]

With the death of Norenore, the matter had stalled, so in June that year Jack referred it to the Native Department. The allegations of fraud extended to not only Hannan and Stevens but also the interpreter involved, Kingi Tahiwi, and two Justices of the Peace, D. Freeman and P. Bartholomew (another land purchaser). Jack felt the matter was "so serious that some further action" had to be taken. Another fraud committed by Stevens had already seen him struck off and the question of the propriety of Kingi retaining his interpreter's licence had been raised.[53]

In response, the Native Minister considered a warning would suffice for Kingi Tahiwi and that the Law Society was already dealing with Stevens (he was subsequently struck off for his role

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50 Native Department to Hannan, 9 November 1911. MA 1/1053, 1911/314. R22403788 Archives New Zealand.

51 D. Hannan, Levin, to Native Department, 11 November 1911. MA 1/1053, 1911/314. R22403788 Archives New Zealand.

52 President Jack to Native Department, 8 June 1911. MA 1/1053, 1911/314. R22403788. Archives New Zealand.

53 President Jack to Native Department, 8 June 1911. MA 1/1053, 1911/314. R22403788. Archives New Zealand.

defrauding another Maori woman, Rangiapoa Waikari, in a bizarre patent scam that also involved a Native Land Court clerk).[54] As for Hannan, the Minister wanted the matter quietly settled, and instructed his officials that it would be "sufficient" for Hannan to pay the £66 owed to Norenore's successors (from the £96 she was supposed to have received in February 1911).[55] Once that was done, Honora Hannan's purchase – fraudulent in multiple ways – was quietly confirmed.

The attempt to defraud Norenore Kerehi and Ngapera Taueki was uncovered only because of an inexplicable hunch on the part of President Jack. Repeated and close examination of the parties involved and the documents eventually revealed that not only was the purchaser a dummy buyer (something so commonplace it went entirely unremarked and unpunished) but that the solicitor involved had a conflict of interest and had defrauded the vendors, while the purchaser was actively involved in the fraud, in addition to trying to evade the statutory requirement to pay the minimum price. Rarely were Muaupoko land transactions subject to such scrutiny, so it is quite likely that similar scams were being perpetuated in other purchases, particularly where debt was involved and where the purchasers were involved in many transactions. It's not as if there was any deterrent in place even if one was caught in the act.

The Everton family (either Peter or Brian, or their companies Lakeview Farm Ltd and Ohurangi Farms Ltd) were big purchasers over a long period, from the early 1940s into the 1970s, acquiring a total of about 255 acres in eight purchases. These dealings were within and west of Te Rae o Karaka pa and then out towards the Levin Golf Club and west towards the dunes:

Block	Purchased
Horowhenua 11B5 (2 acres 2 roods 21 perches)	1971
Horowhenua 11B16 (11 acres 1 rood 27 perches)	1969
Horowhenua 11B18 (16 acres 1 rood 12 perches)	1967
Horowhenua 11B20A (6 acres)	1958
Horowhenua 11B22 (18 acres 2 roods 14 perches)	1960-68
Horowhenua 11B41E1 & 9A2B (21 acres)	1942
Horowhenua 11B41 North B1 (99 acres 3 roods 30 perches)	1962
Horowhenua 11B41 South I2A2 (80 acres 2 roods 29 perches)	1960

[54] Fisher minute, 2 October 1911, on ibid. On Stevens and the Wellington Law Society, see 'Solicitor and Society', *New Zealand Times*, 17 July 1912, p.1, and; 'Solicitors in Trouble', *New Zealand Times*, 6 August 1912, p.1.

[55] Fisher minute for Jack, 5 December 1911. MA 1/1053, 1911/314. R22403788. Archives New Zealand.

In addition to these eight direct and complete purchases, the Evertons acquired another 12 titles in the vicinity of the above lands.[56] As set out below, some of these were acquired from prior Pakeha purchasers and some were in the form of partial purchases of undivided individual interests in lands that remain (nominally at least) Maori land. In the case of Horowhenua 11B41 South I2A2, Peter Everton acquired the interests of five owners holding 5,181 of the 12,909 shares in the title in 1960. He was then given leeway by the Court to acquire the remaining shares. When an owner Rangitupito Te Karu objected to the purchase in 1961 he was told it had already been confirmed and his share of the proceeds, which he had refused to accept, would be held by the Court for him. Another owner, Arona Potaka had also refused to sell, wanting to partition out a house site on the land. The block was partitioned in 1961 but all three partitions were Europeanised in 1969-70. The main title, Horowhenua 11B41 South I2A2A (62 acres 1 rood 26 perches), was acquired by the Evertons.[57]

The purchase of **Horowhenua 11B5** (2 acres 2 roods 21 perches) is seen by Muaupoko today as highly dubious. This block sits beside the lake at the tip of Te Rae o te Karaka pa, between the urupa on Horowhenua 11B4 and the lake. When title was awarded, the house of Pirihira stood on 11B5.[58] As noted later in this report, the block and the several dozen other titles in the vicinity of the pa were left landlocked and were thus vulnerable to purchase by the Pakeha owners of surrounding land, such as the Evertons. Typically for small landlocked blocks such as this, the purchaser (who owned much of the adjacent land) had been occupying the land informally for years. The owner Nellie Te Pa complained that Everton had not distributed his informal rental payments fairly, disadvantaging some owners. He claimed to have paid the owners "wherever they could be found"; a defence which amounted to confirmation of her complaint.[59]

Horowhenua 11B5 was not purchased in 1970 when just $402.50 was paid. It was acquired despite the opposition of a majority of the owners who managed to participate in the defective process of a meeting of owners on 4 September 1970. Just six of the 34 owners were present, plus one proxy. Four of the seven represented at the meeting (holding 24.85 shares) voted against the purchase, but because the minority of three sellers present (themselves a tiny minority of the ownership) held a few more interests (46.779 shares) the purchase was approved.[60] The views of the other 27 owners holding about 349 of the 421 shares in the culturally and historically significant title were ignored. This highlights one defect of the meeting of owners process, and a defect of the Native Land Court titles inherited by Muaupoko.

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56 A list of the family's holdings is set out in Alienation file 3/8330. MLC, Whanganui.
57 Alienation file 3/9793. MLC, Whanganui (see also list of Everton holdings in 3/8330, MLC, Whanganui).
58 ML 1655, LINZ.
59 Minutes of meeting of owners, 4 September 1970. Alienation file 3/10128. MLC, Whanganui.
60 Minutes of meeting of owners, 4 September 1970. Alienation file 3/10128. MLC, Whanganui.

Another issue with the transaction arose even before the meeting of owners, when the Registrar noted the meeting had originally been called for 12 August 1970, but the Everton's solicitor (Park, Cullinane & Turnbull) had pointed out "it was quite possible that none of the owners would be present," as they assumed the meeting was cancelled due to the death of Himiona Warena (a notable local man as well as a large owner). The solicitor had asked for the meeting to be deferred but that did not occur, although the Recording Officer then decided to adjourn the meeting when it opened (hence the second meeting on 4 September). In any case, succession to Himiona should have been arranged before any meeting of owners as he held 70 shares, and without his shareholding being represented, any meeting would struggle to reach the necessary quorum.[61] No such succession was arranged in time, excluding a significant number of owners and a large shareholding. The Court assured the solicitors they need only get five owners there for a quorum regardless of shareholdings.[62] This was a very low bar to clear.

Most owners knew nothing of the purchase, and later queried it. In 1982, Mrs T. Ranginui told the Registrar she was "looking at the land on the west of the lake on Sunday afternoon and some of the owners wondered how [11B5] had come to be sold." It was then that they were told of the (poorly-attended) 1970 meeting of owners, of which they were evidently unaware. On 1986, George Paul also queried the alienation and he too was sent a copy of the proceedings of the meeting of owners in 1970.[63]

Several years later, Mac Nahona (an owner in other of the titles in Te Rae o te Karaka pa) complained about the meeting of owners process used to alienate he and other Muaupoko owners from their lands there. He referred specifically to Horowhenua 11B5 and Horowhenua 11B16 (also acquired by the Evertons). The Court rejected his complaints, pointing to the quorum requirements having been fixed at five owners in both cases, without reference to shareholdings (in the case of 11B16, five owners were present and one proxy, plus the Maori Trustee representing another owner).[64] If the quorum was based on numbers, not shareholding, then the decision to sell or not should also have been based on numbers, not shares. This makes it even more questionable to confirm the purchase on the basis of support by a numerical minority of those present who held marginally more shares than the opponents. What is also noteworthy, is that the quorum of five owners might have been fixed by the Court but it was first

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61 Park, Cullinane & Turnbull to Registrar, 6 July 1970, and; Registrar memorandum, 12 August 1970. Alienation file 3/10128. MLC, Whanganui.

62 Minute for Miss Henderson, n.d. on Park, Cullinane & Turnbull to Registrar, 6 July 1970. Alienation file 3/10128. MLC, Whanganui.

63 Registrar to T. Ranginui, Hokio Beach, 10 November 1982, and Registrar to George Paul, Levin, 5 May 1986. Alienation file 3/10128. MLC, Whanganui.

64 Registrar to Mac Nahona, Levin, 28 April 1992. Alienation file 3/10128. MLC, Whanganui.

suggested by the purchaser's solicitors for his advantage, as was the date of the meeting. The solicitor Park argued: "In view of the smallness of the shares and the difficulty in getting owners with very small interests to leave work to attend a meeting, we ask that the quorum be fixed at 5."[65] The interests of the owners were disregarded and the entire process arranged to foster alienation. of the land and of the owners. Had the fairer quorum rules introduced just a few years later (see below) been in force, the purchase would not have proceeded.

Everton had previously sought to purchase two other blocks within Te Rae o Te Karaka pa in 1946 (Horowhenua 11B9 (4 acres) and 11B14 (1 acre)), but this was barred as the blocks were then under a notice prohibiting alienation. His later attempts to purchase the nearby Horowhenua 11B23 and 11B24 blocks in the late 1970s and early 1980s failed, due only to a change in the quorum rules that made it difficult to call together a sufficiently representative meeting of owners. Like most of the other pa blocks, these titles were landlocked and unfenced, generating no revenue and burdened with rates arrears, while the titles were also still in the names of deceased owners for whom successors had not been appointed.[66] Everton, who owned the adjoining lands (and who was thus the only occupier who could access the blocks), was free to continue farming them as if they were part of his estate. Other pa blocks, such as Horowhenua 11B33 were sold to the solicitor and speculator Park, and likely tended up in Everton's hands later (as did Horowhenua 11B26 of 5 acres).

In addition, the Evertons also acquired 1,828 undivided individual shares in Horowhenua 11B41 North A2B2B2B (91 acres) in the 1960s but the remaining owners retained their 14,625 shares, so the title is still Maori land.[67] In the case of the nearby block Horowhenua 11B41 North B3 Section 3 (44 acres), the Evertons also acquired undivided individual shares but these were obtained from the original purchaser Ian Ryder, who in 1979 sold the Evertons 6,392 of the 7,040 shares in the title. This left just two Muaupoko owners, who held 648 shares, one of whom sold their 324 shares to the Everton's company in 1982. The remaining owner, Hinemoa France, holds the last 324 shares, so the land still has the status of Maori land but the ownership is scarcely retained by Muaupoko.[68]

The Evertons leased adjoining lands, such as Horowhenua 11B41 North B3 Section 2B (57 acres 2 roods 18 perches) in the 1950s.[69] They were also leasing Horowhenua 11B41 North B4B (336 acres 3 roods 28 perches) in the 1950s before it was partitioned in the 1960s and a large area

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65 Park, Cullinane Turnbull to Registrar, 18 February 1969; Registrar file note, 20 February 1969, and; Registrar to Park, Cullinane & Turnbull, 21 February 1969. Alienation file 3/10117. MLC, Whanganui.
66 Alienation files 3/9020, 3/10205, and 3/10266. MLC, Whanganui.
67 Alienation file 3/9398. MLC, Whanganui.
68 Alienation file 3/9608. MLC, Whanganui.
69 Alienation file 3/9506. MLC, Whanganui, and; Maori Land Court, 'Maori Land Online'.

purchased while under lease by the Levin Golf Club (Horowhenua North 11B41 North B4B2 of 214 acres 21 perches).[70] The landlocked nature of many Muaupoko blocks in this area between Moutere Road and Lake Horowhenua was not an issue for the Evertons, who arranged the "special advantage" of a right of way along the boundary of the golf course.[71]

The Evertons also leased part of Horowhenua 11B41 North C2 (348 acres) from the 1950s to the 1990s, despite breaches of covenant and damages owed to the owners, which the Maori Trustee seems to have failed to obtain, while also failing to implement a rent review as required in the lease. The owners also complained to the Court that the Evertons failed to pay rent for this land between 1977 and 1984, and failed to look after it as well as they did the adjoining Everton freehold.[72]

Another feature of Muaupoko land was excessive partition into uneconomic titles. As a consequence, purchasers intent on farming the land they acquired tended to buy several titles in reasonable proximity with a view to forming an economic unit. For instance, Francis Best (or his wife and dummy purchaser, Minna) acquired three titles between 1911 and 1925: Horowhenua 11B41 North A1D (89 acres 12 perches), Horowhenua 11B41 North A1B (89 acres 20 perches), and Horowhenua 11B41 South I1 (40 acres 2 roods 27 perches).[73]

From 1904 to 1912, James Prouse (or his dummy buyer, wife Christina) purchased a cluster of six adjoining titles in order to establish a viable farming unit on a total of about 294 acres: Horowhenua 3E2 Section 9 (103 acres 3 rood 19 perches); Section 10A and Section 10B (17 acres 2 roods 2 perches each), Section 10C1 (17 acres 31 perches), Section 10C2 34 acres 1 rood 23 perches), and Section 13 (103 acres 2 roods 19 perches).[74] The need for Pakeha farmers to acquire so many titles that were adjoining or near each other emphasises how uneconomic the titles awarded to Muaupoko were.

In a similar but much later series of purchases, the very English man Woosnam Lyulph Scantlebury acquired about 524 acres of land in a cluster of six subdivisions of Horowhenua 3C3 in 1949, comprising Horowhenua 3C3B, 3C3C, 3C3D, 3C3E, 3C3F, and 3C3G. The owners, purchaser, and his solicitor all appeared to live in Whanganui, where the purchases were arranged.[75]

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70 Alienation files 3/8359 and 3/9246. MLC, Whanganui.
71 Valuation report, 5 February 1975. Alienation file 3/8330. MLC, Whanganui.
72 Alienation file, 3/8330. MLC, Whanganui.
73 Wai 2200 #A70(a) MLC Documents Volume VIII, pp.84 and 96, and; Alienation file 3/8537. MLC, Whanganui.
74 Wai 2200 #A70(a) MLC Documents Volume VIII, pp.62-64, 67, and 69.
75 Alienation files 3/9107, 9118, 9119, 9120, and 9174. MLC, Whanganui.

Another multiple purchaser who acquired only a cluster of small sections was Joseph Roe (and his relation Fred Roe), who acquired 11 small sections of Horowhenua 3D1 of half-an-acre each between 1900 and 1927 (being Sections 5 to 8, 10, 13, 15, 17, 18, 20, and 21).[76] Thomas Vincent also purchased a cluster of eight Horowhenua 11B36 Section 1E blocks comprising about 101 acres from 1912 to 1922:[77]

Block	Purchased
Horowhenua 11B36 Section 1E1A (5 acres 3 roods 10 perches)	1913
Horowhenua 11B36 Section 1E1B (17 acres 3 roods 1 perch)	1913
Horowhenua 11B36 Section 1E2 (16 acres)	1913
Horowhenua 11B36 Section 1E4B (1 acre 2 roods)	1912
Horowhenua 11B36 Section 1E4C (13 acres 1 rood 26 perches)	1919
Horowhenua 11B36 Section 1E4D (13 acres 1 rood 27 perches)	1913
Horowhenua 11B36 Section 1E6B1B (11 acres 2 roods 19 perches)	1922
Horowhenua 11B36 Section 1E6B2 (23 acres 28 perches)	1922

George Lee was another frequent purchaser, but many of his acquisitions were small blocks so in total his 11 purchases amounted to only about 105 acres:[78]

Block	Purchased
Horowhenua A1A (58 acres 1 rood 16 perches)	1963
Horowhenua A1B Part (19 acres 1 rood 36 perches)	1954
Horowhenua A1B Balance (25 acres)	1966
Horowhenua A2C (1 rood 24 perches)	1951
Horowhenua A2D (1 rood 24 perches)	1951
Horowhenua A2E (1 rood 24 perches)	1951
Horowhenua 11B42A2A2 (33 perches)	1961
Horowhenua 11B42A2A3 (33 perches)	1961
Horowhenua 11B42A2A8 (33 perches)	1961
Horowhenua 11B41A2A9 (33 perches)	1961
Horowhenua 11B41A2A10 (33 perches)	1961

[76] Wai 2200 #A70(a) MLC Documents Volume VIII, p.55, and; Alienation files 3/8587, 8588, 8615, 8650, 8662, 8763, 8784, 8800, and 8876.

[77] Wai 2200 #A70(a) MLC Documents Volume VIII, pp.76-77, and; Alienation file 3/8624. MLC, Whanganui.

[78] Alienation files 3/9099, 9100, 9446, and 9792. MLC, Whanganui.

Some of the larger of these blocks were acquired by Lee when he held them under lease, which is (as noted above) a questionable practice. These larger purchases also involved the piecemeal buying of undivided individual interests, rather than calling the owners together to consider the fate of their land. The impoverishment of Hema Taueki, a key owner in several of these blocks (including the small sections acquired in 1951), was a factor in the loss of these lands. The final batch of purchases in 1961 were made in a single transaction for five Hokio Beach sections.

Solicitors and Purchasing

Many of the Muaupoko land transactions and the protracted Board dealings in which the owners were entangled involved a handful of local solicitors who had clearly developed an expertise in the Board's efficient processing of Maori land dealings. Foremost among this group is William Park, whose various firms were involved in scores of transactions from the 1910s to the 1950s (variously as Park & Best, Park & Bertram, Park & Adams, Park & Cullinane, and Park, Cullinane & Turnbull). Far behind Park are the likes of Charles Blenkhorn, who was involved with numerous transactions (including what appears to be a second generation as part of Blenkhorn & Todd, active in the 1950s).

Both these solicitors were also land speculators, particularly Park who acquired 11 Muaupoko land blocks (either in his own name or in the name of the dummy buyer, such as his wife, Lucy). His transactions comprised about 582 acres that were acquired mainly during the 1920s:[79]

Block	Purchased
Horowhenua 11B20 (11 acres 3 perches)	1919
Horowhenua 11B30 (8 acres 3 roods 15 perches)	1920
Horowhenua 11B32 (12 acres 2 roods 1 perch)	1916
Horowhenua 11B33 (5 acres 3 roods 15 perches)	1923
Horowhenua 11B35B (6 acres 5 perches)	1927
Horowhenua 11B41 North A1E1 (11 acres 1 rood 11 perches)	1927
Horowhenua 11B41 North A2B2A (30 acres 2 perches)	1927
Horowhenua 11B41 North A2B2B2A (32 acres 1 rood 20 perches)	1928
Horowhenua 11B41 North B4A1 (2 roods 21 perches)	1927
Horowhenua 11B41 North B4A2 (49 acres 1 rood 19 perches)	1926
Horowhenua 11B41 North D2 (Part) (413 acres 2 roods)	1919

[79] Wai 2200 #A70(a) MLC Doucments Volume VIII, pp.45, 75, 82, and 108, and; Alienation files 3/8625, 8659, 8764, 8775, 8790, 8792, and 8822. MLC, Whanganui.

In some of these purchases Park's role may have been as a dummy buyer on behalf of clients, such as the large landowning McDonald family. For instance, Lucy Park's dummy purchase of Horowhenua 11B33 (5 acres 3 roods 15 perches) was confirmed in 1923 despite an earlier refusal by the Board to allow McDonald's purchase of the block (when Park was acting for McDonald) as it would render the owners landless.[80]

Blenkhorn was considerably less active in purchasing in his own name, acquiring four adjoining titles in the Kawiu area in the boom of the early 1920s, amounting to 30 acres (Horowhenua 11B36 Sections 3F2A, 3F2B, 3F3, and 3F4). He had earlier leased the land, giving him an unfair advantage in purchasing.[81]

1.2 Lease to Purchase

Leasing rather than selling their land was the preference of many Maori, including Muaupoko who leased out more than 100 Horowhenua titles to Pakeha tenants after 1900. On the other hand, leasing Maori land was seen by many lessees – not least the Crown – as merely a prelude to purchase: the lease was the bait; the hook was the purchase.[82] Using the lease as bait, the lessee had an unfair purchasing advantage over other purchasers and over Maori owners. Lessees paid advances on rent when owners were in need, such as when the costs of tangi needed to be met, and built up debts against them that left them vulnerable to purchase offers. For instance, George McDonald, the lessee of **Horowhenua 11B41 North E** (100 acres 11 perches), made a number of advances to his landlords over the years and then sought to use these as a lever to purchase. Tutepourangi acknowledged in 1958 that that for many years the rents from the land, "had been considered as a reserve [fund] for meetings, tangis, etc. Over the years when funds had been needed for such a purpose they had been able to obtain a lump sum from the lessee."[83]

In the words of the Maori Land Court, which only belatedly expressed its disapproval of the purchase tactics long used by lessees of Muaupoko land:

> The Maori Appellate Court has on more than one occasion expressed its disapproval of sales to existing lessees where leases have some years to run, as the element of competition is entirely lacking and the value of the land depressed accordingly.[84]

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80 Alienation file 3/8659. MLC, Whanganui.
81 Wai 2200 #A70(a) MLC Documents Volume VIII, p.82, and; Alienation files 3/8541, 8575, and 8614. MLC, Whanganui.
82 See, for instance, Waitangi Tribunal, *He Maunga Rongo*, pp.600-607.
83 Minutes of meeting of owners, 27 November 1958. Alienation file 3/8313. MLC, Whanganui.
84 Otaki MB 71, pp.294-298. Alienation file 3/8317. MLC, Whanganui.

Purchasing under these conditions "is undesirable as it enables the purchaser to gain a footing on the land from which he can negotiate from a position of strength." The Court concluded: "In short, it is unfair," and was thus caught by the Maori Affairs Act 1953 (s.227(1)(b)) "as being contrary to equity or good faith."[85] The Maori Land Court's disapprobation of the practice was not expressed in this district until 1965, in relation to purchasing in Horowhenua 11B36 Section 2L4A2C. This concern for equity or good faith came far too late for the many Muaupoko owners from whom large areas had already been purchased in the absence of equity or good faith.

After the Court criticise the practice, solicitors acting for lessees/purchasers were not slow to realise their clients no longer had carte blanche to purchase land while it was under lease. In 1966, Richard de Gruchy's solicitor (who else but Park) applied to the Court to confirm the purchasing of undivided individual interests in **Horowhenua 11B41 South H2A** (138 acres 13 perches) which de Gruchy was then leasing. He noted that while he appreciated the Court's "dislike" of this practice, he defended it by alleging it was instigated by the individual vendors, after de Gruchy had advanced them money for unforeseen expenses, such as car repairs. In 1965, an owner, Pahau Williams, opposed the purchase but in 1966 he said that while he was "normally opposed to sale," he had six children to support as well as the four children of his invalid sister-in-law, on top of medical and re-training expenses for his son, Nigel, who had lost his left hand in an accident. Pahau's job at Lane's Hoisery in Levin did not cover such costs, added to which he needed a new car. That was why he now agreed to sell and his tenant was in an ideal position to exploit his vulnerabilities, having already advanced him £300. A further advantage the lessee held was that the title was landlocked, meaning he as tenant was the only purchaser who had access to the land. Even Park admitted there was "no prospect of competition at all."[86] The Court was this time silent on the evident lack of equity or good faith.

This was despite the Court having, in 1964, criticised the practice of lessees purchasing the land they were renting. At the same it concluded that it was preferable for Muaupoko to retain land rather sell their land (an observation the Board had made half a century before, as noted below). These belated observations came far too late for the many owners whose lands had already been purchased under the auspices of the Board and the Court. The 1964 criticism was made in relation to **Horowhenua 11B41 North A2B2B2B** (91 acres 1 rood 25 perches) in which the lessee was acquiring undivided individual interests from those of his landlords who were in need of funds and who had already "borrowed" advances.[87]

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85 Otaki MB 71, pp.294-298. Alienation file 3/8317. MLC, Whanganui.
86 Otaki MB 71, pp.120-121 and; MB 73, p.38. Alienation file 3/9611. MLC, Whanganui.
87 Otaki MB 71, pp.184-187. Alienation file 3/9398. MLC, Whanganui.

Unlike so many other bait-and-hook deals, this one did not succeed, at least not entirely. One of the would-be vendors, Tau Watene Ranginui, was pressured by his whanau to withdraw his agreement to sell, and did so. He was also representing the interests of his nephew Ken Ranginui while he was overseas with the New Zealand armed forces; Ken having "written from [the] jungle in Malaya" to have his uncle act for him. This meant his nephew's shares were now also off the table for the purchaser, the large local landowner Everton. Another owner, Ripeka Matakatea was firmly opposed to sale and said if anyone did want to sell, the other owners should have the first option to buy. She was also trustee for one of her brothers (who was then in a mental hospital), and she would not sell his shares, while her other brother was also against selling.[88]

Finally Mirita Ranginui spoke, not for herself but on behalf of her tupuna:

> Not an owner in block. I am speaking on behalf of sentimental reasons. For last 6 years of her life, Miriama Matakatea – original owner – to whom present owners all succeeded, was nursed by me. She was 98 when she died. She did not want that land sold. I am trying to pass that on to her children and grand-children. At all costs she wanted that land retained. To the best of my knowledge that is the attitude of her descendants today. They respect the wish of their ancestor and do not want to see the land sold outside the family.[89]

The case closed with Mirita's resounding words. When later giving its decision on the proposed purchase the Court stated:

> Apart from the probable adverse effect on the interests of the non-signatories [non-sellers] if the transfer were confirmed – which aspect the Court is of opinion it may properly consider under the 'equity and good faith' provision of sec. 227 – the Court is on the evidence clearly of the opinion that the alienation is not in the interests of the Maoris alienating. … the land is a quite valuable piece of farm land and should henceforth have considerable investment value for the Maori owners. Therefore it is in their interests that the land be retained.[90]

This decision prevented Everton's 1964 purchase, but it came too late for others among the landlords whose interests were purchased prior to the Court taking this view. By 1964, Everton

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88 Otaki MB 71, pp.184-187. Alienation file 3/9398. MLC, Whanganui.
89 Otaki MB 71, pp.184-187. Alienation file 3/9398. MLC, Whanganui.
90 Otaki MB 71, p.189. Alienation file 3/9398. MLC, Whanganui.

had already acquired 1,828 of the 16,453 shares in the title from Ngakawe Ellison (Brown) in 1960, without any scrutiny from the Court.[91]

Like the Court after it, the Board had earlier taken an inconsistent stance towards the purchasing of land under lease. The Board did not express its concerns about the practice in terms of equity or good faith – such words never passed the Board's lips – but it instead put them in a more utilitarian fashion, reflecting the government's wider policy on Maori land. As set out below, on the two occasions the Board is known to have rejected a purchase application by a lessee without clear grounds, this appeared to have been done on the basis that the annual rental return (usually a minimum of five percent of Government valuation at the start of the lease) was more than what the owners could earn from investing the purchase proceeds. The Board did not refer to any of the other benefits (tangible or otherwise) that owners derived from retaining their land.

There was also something of a moralistic tone about the Board's rarely-expressed preference for maintaining a lease rather than letting the lessee purchase the freehold. It saw regular but modest rental income as 'better' for Muaupoko owners than an influx of capital paid over in purchase proceeds (or the more modest interest earned on those proceeds, assuming that they were available for investment, which was not often the case). In any case, like the Court after it, the Board's approach to the issue was not applied with any consistency.

For Muaupoko an important aspect of leases is that they were generally to be preferred to purchases, as lessors derive an ongoing income from their land without permanently losing the rights of ownership. This is an obvious point, but it was not one that informed policy under the Board's regime. Very occasionally the Board would raise this preference - more as a matter of common sense than for any consistent policy motives - but at other times purchases were confirmed even though they financially disadvantaged owners who were already receiving a good rental income. The several hundred alienation files examined for this research reveal that in only three cases did the Board refuse to confirm a purchase on the basis that it was better for the owners to continue with the existing lease. Even then, this was not done on the basis of some sort of recognition that the retention of land by Maori was a desirable outcome – policy was, if anything, headed in the opposite direction – but was instead done on an entirely ad hoc basis.

In one case, the refusal to confirm the purchase of land held under lease was a moralistic judgement by the Board that regular rental income was 'better' for the three Maori vendors than a large purchase payment. In the first case identified, the Board twice refused to confirm a purchase of **Horowhenua 11B41 North A1A** (745 acres) while it was under lease. The first

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[91] Schedule of Ownership Oders, 20 January 1961. Alienation file 3/9398. MLC, Whanganui.

refusal was in 1914, but was very much a pragmatic decision specific to the circumstances of the one owner, Hare Taueki, whose one-quarter interest in the title (equal to 186 acres) was being purchased for £1,172. The purchaser was Hare's first cousin Peter Bartholomew, who explained to the Board that the purchase was in order for Hare to raise funds to expand his existing farm into a dairy farm through the purchase of another 106 acres of general land for about £2,500, as well as buying more cows and a milking machine. Given that Hare was already 41 years-old, the Board told Peter:

> it does not consider the scheme proposed is one in the interest of the Native. … He is now a middle-aged man and it would no doubt suit him better to grant a 21-year lease of the land as we feel afraid he would soon be left without either land or money.[92]

Its deliberations were later reduced to a minute in January 1915: "Dismissed as it is not in the interests of the Native to allow him to sell. It would be better for him to lease."[93] This needs to be read in light of the above indented quote: the Board was not saying it was better for Horowhenua 11B41 North A1A to remain under lease rather than be purchased; it was instead saying it was better for Hare Taueki to lease the farmland he wished to purchase (using the proceeds from A1A).

The second refusal by the Board to confirm a purchase of Horowhenua 11B41 North A1A was more directly related to the benefits of maintaining an existing lease. In 1918 the owners were offered £6,000 for their land but the Board refused the application on the basis that the land was:

> under a long lease and is bringing in a substantial steady income which is of more benefit to the native owners than the receipt of purchase money.[94]

When the Board referred to 'benefit' it did not mean financial benefit: the land was held under two leases that brought in annual rents of £240 (with periodic rent reviews to adjust the rent to five percent of Government Valuation). The purchase offer of £6,000 would, at five percent interest, generate £300 a year (the offer was well in excess of the rather outdated 1915 Government Valuation of £4,800). The vendors would thus be better off financially (at least in the short term) by selling, but the Board seems to have taken the view that the 'steady' rental income was morally better for them than an influx of cash.

In the second example identified, the refusal to confirm the purchase of land held under a lease was on the pragmatic basis that the rental income was comparable to the income to be derived

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92 Alienation file 3/8947. MLC, Whanganui.
93 Alienation file 3/8947. MLC, Whanganui.
94 Alienation file 3/8947. MLC, Whanganui.

from the purchase proceeds were they to be invested by the Board on behalf of the owners (something it had the statutory authority to do and which it frequently did, as noted elsewhere in this report). In 1923 it observed that the income from the existing lease of **Horowhenua 11B36 Section 2L1A** (13 acres) – being a rental of five percent of the Government Valuation of £520 – was about the same as if the Board retained the purchase proceeds of £520 and invested them at a similar rate of return for the benefit of the vendors (as it intended to do). Either way the four owners/vendors would continue to receive an annual income of about £26.[95] What went unsaid was that the land would continue to rise in value, so the rental income would increase over time whereas the purchase proceeds were a fixed sum that would be eaten away by inflation.

Finally, in 1927, the purchase of the interests of one owner (Ani Matakatea whose interests equalled 32 acres) in **Horowhenua 11B41 North A2B2B** (156 acres) for £453 was refused by the Board. As noted earlier, this was in part because the purchase would render her landless and also in part due to the block being under lease which prompted the Board to observe: "Lease is deemed to be better for the Native than a sale."[96]

What the different approaches of the Board and, later, the Court to the merits or equity of land being purchased while under lease do show is that the interests of Muaupoko owners were a factor that could have been considered in every land transaction. Instead, the few instances where purchases of land while it was under lease were rejected for quite valid reasons merely serve to highlight how rarely Muaupoko interests were considered by the authorities when land was being purchased.

Not all lessees became purchasers, or at least not at the scale of the big purchasers of multiple titles, but even some of those who seemed most interested in only leasing did end up purchasing through the Board. The local farmer Thomas Bartholomew leased a number of blocks but did not buy any, at least not in his own name. He may have had some advantage in obtaining leases through being a cousin to some among the Taueki whanau. In 1915, he told the Board he was first cousin to Hare Taueki (whose interests he was then trying to purchase, as noted below).[97] His leaseholds included three small leases (of 22 acres, 2 acres, and 4 acres) within **Horowhenua 11A5E** (86 acres 2 roods 8 perches) in 1926 and 1927. One reason for these multiple small leases was the opposition of some of the owners to the lease after Bartholomew had advanced money to one owner, Ngapera Taueki, and occupied the land before the Board had even heard (much less confirmed) his lease. The owners had already leased another part the block (57 acres) in 1923

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95 Alienation file 3/8680. MLC, Whanganui.
96 Alienation file 3/9364. MLC, Whanganui.
97 Board minutes, 19 January 1915. Alienation file 3/8947. MLC, Whanganui.

to Sydney Jones, a Levin blacksmith, being the area on the other side of Beach Road, which divided the block.[98]

Ngapera had previously wanted to lease the rest of the block to her husband, Te Hori Tupou (who was not an owner), having earlier signed the lease with Bartholomew "in a mood of bad temper and spite" when the couple were "not on good terms." They were living apart when the Board heard the application for confirmation in February 1927. The area of four acres noted above was excluded from the initial leases to take in their house and the land around it. Te Hori told the Board he had worked on and improved the block for eight years, running a dairy herd on it, and he was willing to pay a higher rent than Bartholomew. The Board instead sided with the Pakeha tenant, dismissing Ngapera's change of heart as a "belated objection" after a "domestic rift." True, there was "no binding contract until [the Board's] confirmation," but it asserted "the equities are all in favour of Bartholomew, who has paid rent, entered into occupation, and performed his part."[99] Another way of looking at it was that he had taken advantage of the acrimony between Ngapera and Te Hori, and done so without consulting the other owners or their "equities."

What the Board also had to factor in was that Bartholomew alleged he would need £100 compensation for his losses if the (as yet invalid) lease was not upheld. It observed he had taken "risks in paying money and entering into possession before confirmation," but rather than being penalised for such improper conduct, it was Ngapera Taueki and Te Hori Tupou who were punished. The Board considered Bartholomew "should not be made to suffer through the duplicity and devious methods of impecunious quarrelling Natives." It further alleged that Bartholomew was more likely to pay the rent than Te Hori, even though the large local landowner Walter Ryder was willing to guarantee Te Hori's rent. The lease was thus confirmed, and was even held to bind the interests of owners who had not signed it; their share of the rent would be held by the Board until they either signed the lease or partitioned out their interests.[100] The Board made it very clear whose side it was on. One outcome of the Board's rejection of the wishes of Ngapera Taueki and the owners was that there was no longer any point in Ngapera and Te Hori retaining the house on the block and the four acres around it. Later in 1927 this area was added to the lease, bringing an end to Te Hori Tupou's short-lived dairy farm.[101]

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98 Board confirmation, 20 May 1924. Alienation file 3/9019. MLC, Whanganui.
99 Board minutes, 24 February 1927. Alienation file 3/9019. MLC, Whanganui.
100 Board minutes, 24 February 1927. Alienation file 3/9019. MLC, Whanganui.
101 Board confirmation, 23 February 1928. Alienation file 3/9019. MLC, Whanganui.

Later in the 1920s, Bartholomew leased part of the nearby **Horowhenua 11A5A** block (3 acres). He subsequently sold his leases of 11A5E (Part) and 11A5A to Leonard King for £400.[102] Another of Bartholomew's leases was in the name of his nominated dummy, his wife Mary, and involved the one-quarter of the interests held by his cousin Hare Taueki in **Horowhenua 11B41 North A1A** (equal to 187 acres in the block of 745 acres 1 rood 17 perches), which he leased from 1915.[103] He had earlier (in 1913) leased the nearby **Horowhenua 11B41 North A1F** block (91 acres 1 rood 7 perches) from Kahukore Hurinui and Hurinui Tukapua.[104]

Thomas Bartholomew did not purchase any land in his own name but it was not for want of trying. In 1914 he applied to purchase the undivided interests of Hare Taueki, who owned one-quarter of Horowhenua 11B41 North A1A (745 acres 1 rood 17 perches) while these interests were held under a lease in the name of his wife, Mary. As noted elsewhere in this report, the Board rejected the purchase on the grounds that it was not in the interests of Hare to sell as the lease was giving him a better return.[105] As already noted, the Board did not apply this test to purchases of land under lease with any consistency: in 1933 it approved the purchase of a subdivision of the block (**Horowhenua 11B41 North A1A1A** of 65 acres) by Albert Standen while it was still under lease.[106]

Bartholomew is also likely to have been involved in two earlier and successful purchases but as he was leasing significant areas, he used family members as dummy buyers to avoid falling foul of the restrictions on land aggregations. Thus, Peter Bartholomew purchased Horowhenua 11B41 North A1G (134 acres) in 1914, and Mary Bartholomew (evidently Thomas's wife) purchased Horowhenua 3A4 (102 acres 3 roods 11 perches) in 1912.[107]

Despite being broadly contrary to equity or good faith, there are at least 43 instances of purchases of Muaupoko land titles that were under lease. These are listed in the table below. It should be noted that the alienation files which reveal this practice are not available for every block. Fewer than 200 alienation files (which include leases) were located for the more than 600 titles into which the Horowhenua lands of Muaupoko were fragmented in the twentieth century. Given this, it is highly probable that, in addition to the 43 purchases under lease noted in the table below, there will be many other examples of the practice amongst the 250 private purchases of Muaupoko titles in the twentieth century.

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102 Alienation file 3/8872. MLC, Whanganui.
103 Board confirmation, 1915. Alienation file 3/8947. MLC, Whanganui.
104 Alienation file 3/8633. MLC, Whanganui.
105 Board minutes, 19 January 1915. Alienation file 3/8947. MLC, Whanganui.
106 Board confirmation, 1933. Alienation file 3/8947. MLC, Whanganui.
107 Wai 2200 #A70(a) MLC Documents Volume VIII, pp.52 and 89.

Purchases of Land While Under Lease

Note that prices given prior to 1967 are in pounds while those after 1967 are in dollars.

Title	Area	Lessee	Year	Rent	Purchaser	Year	Price	Notes
11A6A1	19	Vickers	1938	48	Vickers	1956	2,200	
11A6A2	23	Whelan	1939	57	Whelan	1955	2,140	
11A10	71	Hannan	1916	85	Hannan	1924	2,130	
11A15	10	Hannan	-	-	Hannan	1961	500	No lease details.
11B20A	6	McDonald/ Vincent	1916	3	Everton	1958	150	
11B5	3	Everton	-	-	Everton	1970	402	No lease details.
11B16	11	Everton	-	-	Everton	1969	1,265	No lease details.
11B18	16	Everton	-	-	Everton	1967	1,333	No lease details.
11B22	18	Everton Everton	1941 1956	10 28	Everton	1960 1968	372 1,240	
11B28	21	Stewart	1948	2.5	Stewart	1956	2,100	98 owners
11B36 1B3 (Part)	8	McDonald	-	-	Bevan	1922	259	5.5 ac purchased.
11B36 2JA	8	Ostler/Bell	1906	7	Bell	1922	372	42-year lease acquired by Bell.
11B36 2L1A	13	McDonald Ryder	1916 1947	26 27	Tyree	1971	5,000	Board declined 1923 purchase.
11B36 2L4A1	9	Rolston	1949	36	Rolston	1960	600	Half of interests purchased.
11B36 3F2	21	Blenkhorn	1913	28	Blenkhorn	1921 1922	522 339	
11B36 3G2B	15	McDonald	1910	12	McDonald	1914 1920	105 600	1/3 share 1914 2/3 share 1920
11B36 3H3B	9	Tukapua	1955	41	Tyree	1956	650	
11B36 3H3C	10	Rolston	1955	49	Rolston	1956	1,000	
11B41 Nth A1A1A	65	McDonald & Bartholomew	1914	240	Standen	1933	100	Lease of A1.
11B41 Nth A1C	232	Ryder	1959	348	Ryder	1964 1972	2,892 2,627	c.14,000 shares acquired pre-1964; no details.
11B41 Nth A1D	89	McDonald	-	27	Best	1920	667	
11B41 Nth A1E	244	Porter Ryder	1913 1956	91 333	Park Mairua Ryder	1927 1928 1958	109 109 5,553	A1E1 (11 ac) A1E2A (11 ac) A1E2B (222 ac)
11B41 Nth A2B2	186	Cameron/ Park	1910	93	Park Park	1927 1928	400 453	A2B2A (30 ac) A2B2B2A (32 ac)
11B41 Nth B2A	120	Cameron/ Milne	1910	44	Mairua Farm Ltd	1928	1,197	1910 lease for B2 (285 ac)
11B41 Nth B3 Sect 2	83	McDonald/ Mexted	1916	47	Vickers	1929	225	Part sale (19 ac)
11B41 Nth B4A	51	Cameron/ Park	1910	12	Park Park	1925 1926 1927	432 29 6	46 acres 3 acres 0.5 acre
1141 Nth B4B1	119	Levin Golf Club	1951	246	Levin Golf Club	1968	42831	
11B41 North C1	47	Arcus	1942	25	Heremaia Farms	1959-1960	1,650	
11B41 Nth D2B	58	McDonald/ Park	1910	9	Park Cooper	1918 1922	295 125	Lease was of D2 (413 ac)
11B41 Sth E	107	Powell	1910	42	Hannan	1930	1,270	

Title	Area	Lessee	Year	Rent	Purchaser	Year	Price	Notes
11B41 Sth G4	14	Mete Kingi	1911	-	Clapham & Wells	1926	350	Purchasers were mortgagees
11B41 Sth G6A	41	Hannan	-	63	Hannan	1927	1,120	Title first mortgaged.
11B41 Sth G6D	27	Hayes	1952	55	Hayes	1965	1,210	
11B41 Sth H2A	138	De Gruchy	1956	241	De Gruchy	1965 1966 1989	1350 1450 37500	6,444 shares 7,364 shares 8,285 shares
11B41 Sth L&O	179	Hannan/ Ryder	1910	-	Ryder	1918 1941 1947	500 600 168	Lease sold to Ryder.
11B41 Sth N2	153	Hannan	1943	52	Hannan	1962	2,302	First Hannan lease 1915.
11B41 Sth Q1& Q2	55	Cooper & Beazley	1951	10	Dempsey & Golding	1953	400	Lake sought by duck hunters.
11B41 Sth T	250	Hannan	1945	40	Standen	1957	4,500	First Hanan lease 1911.
A1A & A1B (Part)	77	Lee	1948	133	Lee	1954 1962 1963	1,250 3,570 1,530	14 ac in 1954 44 ac in 1962 19 ac in 1963
A1B (Part)	25	Proctor	1948	52	Lee	1966	2,750	
A2A	43	Llewellyn	1953	253	Netten	1980	40000	16 ac purchased
A5A	6.5	Knight/ Tyree	1951	18	Tyree	1956	620	Lease sold to Verrent to Tyree.

1.3 Debt Transactions and Mortgages

The impoverishment of Muaupoko land owners during the twentieth century is evident in a variety of ways, including debt transactions; that is, land purchases arising from indebtedness. As noted in a later section of this report, thiz impoverishment could be aggravated by the paternalism of the Land Board such that even when land was alienated due to debt or poverty, the Board retained the purchase proceeds and drip-fed them to the vendors. This kept the Muaupoko seller poor, just for longer. Even when an alienation cannot be clearly linked with debt the Board's paternalism ensured that purchase proceeds were retained for slow release, helping ensure the sellers remained poor.

The extent of Muaupoko indebtedness raises the questions as to whether debt was the cause of their poverty or a symptom of it. From the available evidence, it seems more often to be the symptom rather than the cause of poverty. That is, Muaupoko owners did not become poor through borrowing money (whether for sound investments or for riskier ventures) but borrowed money and sold land to clear debts that had already accumulated due to their impoverishment. Broader evidence about Muaupoko poverty is set out in other evidence, particularly that relating to the very poor housing in which Muaupoko lived for much of the twentieth century, and the

poor health they suffered as a result of housing conditions on top of the difficulties they had meeting the high costs of health care.[108]

The impoverishment of the people is also evident from applications from lenders for restrictions on Muaupoko land to be removed to enable mortgages to be taken out against the titles. Given the mortgagees' powers of sale, this amounted to a delayed approval for the purchase of the land but without having to clear even the low hurdles involved in vetting of purchases, such as paying the statutory minimum price for the land. For instance, in 1901 Waata Tamatea took out a mortgage of £40 with Stella Izard (wife of prominent Wellington lawyer Charles Izard) against his one-third share in **Horowhenua 7** (311 acres 3 roods 15 perches). The mortgage was for three years at nine percent interest. No repayments were made and in 1909 the mortgagee moved to exercise her powers of sale, claiming Waata's total liability was £67 plus her husband's legal costs of £3 3s.[109] The absence of any repayments suggests the mortgage was taken out to pay off debt and enable the land to be sold when the mortgagor defaulted.

The mortgage debt exceeded the valuation of Waata's half share in **Horowhenua 7B** (208 acres), which the Valuer General had just reassessed and reduced to ten shillings per acre, making Waata's interest worth £52.[110] The Valuer General and Native Department had become involved when the Chief Surveyor advised his superior that the land was to be sold by the mortgagee at auction in August 1909.[111] As the mortgage debt exceeded the new valuation, the Government had no interest in taking over the mortgage.

The Chief Surveyor doubtless assumed the Government was interested in purchasing the land at auction as it had only recently completed its own purchase of **Horowhenua 7A** (103 acres 3 roods 15 perches) in 1907, when it was awarded a one-third interest in Horowhenua 7 (311 acres 3 roods 15 perches). It began to acquire that individual interest from Hoani Meihana in 1898, when he was paid a deposit of £10. Hoani was connected to Muaupoko (notably through one of his wives being of Muaupoko, and also through residence among Muaupoko), but his primary affiliation was to Rangitane.[112] He died in October 1898, before the Crown could complete its

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[108] See, for instance, Wai 2200 #A219, pp.287, 368-371, 419, 421-427, 482, 499, 525, and; Wai 2200 #A193, p.613; Wai 2200 #A1, pp.184-185, 191-192, 197-200, 207, 213, 218, and; Wai 2200 #A179, pp.127, 146, and 148.

[109] File note, 16 April 1909. MA 1/971, 1909/141. R22402554. Archives NZ.

[110] Valuer General to Native Department, 28 April 1909. MA 1/971, 1909/141. R22402554. Archives NZ.

[111] Chief Surveyor to Under-Secretary for Lands, 1 April 1909. MA 1/971, 1909/141. R22402554. Archives NZ.

[112] Mason Durie. 'Te Rangiotu, Hoani Meihana', *Dictionary of New Zealand Biography*, 1990: https://teara.govt.nz/en/biographies/1t67/te-rangiotu-hoani-meihana. According to Makere Te Rou, the second husband of Tiripa Te Raniera was Hoani Meihana (AJHR, 1896 G-2, p.261). Hoani also had a Ngati Raukawa wife but he did not support Ngati Raukawa claiims in the Native Land Court

purchase. The payment to him is not recorded in the Crown's purchase deed, only the two subsequent payments set out here: in 1904 the Crown paid £13 to Hare Rakena Te Aweawe in Wellington and in 1905, it paid £13 to Hoani's daughter Ema Te Aweawe in Wellington.[113] The deed thus records a total of £26, but if the £10 deposit paid in 1898 was separate from these sums then the total is £36, equal to about seven shillings per acre. As noted above, in 1909 the Valuer General reassessed the value of Horowhenua 7B, deciding the 1907 assessment was too high. The reduced valuation in 1909 was ten shillings per acre. As the value was higher in 1907, the Crown likely acquired the land below the statutory minimum value in 1905.

Given the location and nature of the land – not to mention the high debt attached to it by the mortgagee and the fact that it was an undivided half-share in a Maori title – Horowhenua 7B did not sell at auction in 1909, nor in the next four decades, and instead remained in Izard's possession until her death in 1951. Waata Tamatea's mortgage default involved only half of the title, the other half then being owned by Peeti Te Aweawe (related to Muaupoko but whose primary affiliation was to Rangitane). In 1954, Izard's estate offered its half-share to the Crown, resulting in the Forest Service expressing an interest in purchasing the share and that of Peeti's successor, Rangiputangatahi ('Rangi') Mawhete, in order to add the land to the adjoining Tararua State Forest. Maori Affairs was asked to arrange the purchase.[114]

Rangi Mawhete was related to Muaupoko but his primary affiliation was Rangitane. His grandmother Ereni was a sister of Peeti Te Aweawe, and she was the sole beneficiary of his will.[115] (As noted elsewhere, she and her husband Kerei Te Panau were impoverished by their financial support for Maori land rights in the *Tamaki v. Baker* Privy Council case.) Rangi Mawhete was an important political figure in the Ratana Movement and was appointed by the First Labour Government to the Legislative Council in 1936, serving there until 1950.[116] Maori Affairs noted the land had a nominal valuation of £50 for the entire 208 acres (meaning Rangi Mawhete's share was worth only £25). The low value was due to the land having no legal access, although it was suggested it might have some millable timber on it, the value of which should be included in any purchase price.[117]

(whereas he did support Muaupoko) (see, for instance, Hare Wirikake, 13 November 1872. Otaki MB 1, p.16, and Hoani Meihana, 30 November 1872. Otaki MB 1, p.123).

113 Horowhenua 7A deed, n.d. ABWN 8102/350, WGN 964. R23475165. Archives NZ; AJHR, 1900, G-3, p.8; 1905, G-3, and; 1907, G-3, p.2 (the final source referred to gives a total purchase price of only £26 but this seems to be in error as the two prior AJHR sources indicate a total of £36).

114 Commissioner of Crown Lands to Maori Affairs, 26 August 1955. MA 1/79, 5/5/114. R19524864. Archives NZ.

115 District Officer to Maori Affairs, 17 September 1954. MA 1/79, 5/5/114. R19524864. Archives NZ.

116 Claudia Orange, 'Mawhete, Rangiputangatahi', Dictionary of New Zealand Biography, https://teara.govt.nz/en/biographies/4m48/mawhete-rangiputangatahi

117 District Officer to Maori Affairs, 17 September 1954. MA 1/79, 5/5/114. R19524864. Archives NZ.

The District Valuer confirmed the low value of the land, noting it was several kilometres from the end of the nearest road, the soil was "poor and patchy and on greywacke or rotten rock," and it was unsuited to farming and "only useful for conservation." It was covered in forest which was likely to have been worked over some years earlier by a mill operating at the end of the nearest road (although there is no record of the owners being paid anything for the timber taken from their land). Based on a payment of £1 per acre for land in the vicinity purchased in 1950, he gave the land's value as £210 (being £105 for the land and £105 for the timber); more than four times the existing Government valuation.[118] The purchase of the land for £210 was approved, with half of this allocated for Rangi Mawhete's share. In May 1955, he accepted the offer and the Crown's purchase of Horowhenua 7 – a purchase that began in about 1900 – was finally complete.[119]

Other debt-driven mortgages that led to the alienation of Muaupoko land relate to **Horowhenua 3A2** (102 acres 3 roods 6 perches), awarded to Ariki Marehua (or Ariki Marehua Takarangi), a son of Takarangi Mete Kingi. The 37 year-old interpreter was in dire financial straits before he took out a fresh mortgage of £1,500 against his land from Edith Fraser in 1914. Prior to recommending the mortgage be consented to, the Board wanted to hear from Ariki, who was already in camp in Auckland with the Maori Pioneer Battalion (enlisting under the name Alexander Takarangi; given his age, chiefly connections, and professional qualifications, not to mention having been captain of the Maori rugby team, he was soon promoted to sergeant). The Board was aware that he had already mortgaged his land for £550 in 1909 and then another £100, and now wished to consolidate this debt and take out an even larger mortgage "to defray the cost of the tangi of his father" (who died in July 1914).[120]

The £1,500 mortgage was for five years at seven percent, the land being valued at £3,540. The land had been leased by its original owner, Haruru ki te Rangi, to John McDonald from 1894 to 1914, before the title devised to Ariki. The Board described Ariki as and "apparently an intelligent well-educated Maori," who had other lands (not least in Whanganui). The mortgage was approved in November 1914 but the Governor's consent had still not come through by February 1915, when a Whanganui solicitor told the Native Department it was "urgently required." It was given in March 1915.[121] Ariki appears to have been unable to repay the

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118 Rural District Valuer to Commissioner of Crown Lands, 11 November 1954. MA 1/79, 5/5/114. R19524864. Archives NZ.

119 Board of Maori Affairs paper, 17 February 1955, and; Deputy Registrar to District Ofricer, 13 May 1955. MA 1/79, 5/5/114. R19524864. Archives NZ.

120 MA 1/1137 1914/3869. R22405583, and; R23909540. MA-MLP 1/121e, 1913/23. Archives NZ. See also 'Takarangi, Alexander' service record, 1914-1918. R7823611. AABK 18805/92, 0111675. Archives NZ.

121 MA 1/1137 1914/3869. R22405583, and; R23909540. MA-MLP 1/121e, 1913/23. Archives NZ. See also 'Takarangi, Alexander' service record, 1914-1918. R7823611. AABK 18805/92, 0111675. Archives NZ.

mortgage, as in 1918 the land was Europeanised by order of the Native Appellate Court.[122] The details of this have not been located but this action appears to have been taken to preserve the land in his ownership under yet another mortgage. Despite being European land, it later came under the administration of the Maori Trustee as mortgagee and was leased out by him until at least the 1970s, long after Ariki's death in the 1940s.[123]

The Horowhenua interests of Kawana Hunia Te Mana (Hunia Wirihana) were lost to a debt-related mortgage in the 1920s. Kawana initially opposed the mortgage, writing from Putiki (Whanganui) to Maui Pomare (Minister of Cook and Other Islands Administration) to ask that the Board not approve the mortgage of **Horowhenua 11B41 South G4** (13 acres 3 roods 3 perches, which he owned solely) and his undivided interests in **Horowhenua 11B41 South G6** (91 acres 1 rood 34 perches in which his interests were about 41 acres).[124] His opposition was of no concern to the Government, which advised the Native Minister:

> The mortgage appears to be given to secure debts or money lent and the application for confirmation which has been made by the Solicitors for the Mortgagees cannot be withdrawn at the request of the Mortgagor, who, no doubt executed the Mortgage well knowing of its effect.[125]

If there was anything untoward in the mortgage, the Government had no interest in discovering it, so it was up to Kawana Hunia to travel to wherever the Board was sitting to make his case.

The proposed mortgage from William Clapham and John Wells of Whanganui was for £386; initially for the costs of a tangi (£286) but subsequently a cash advance of £100 was added. Section G4 (valued at £313) was under lease at an annual rental of £12 15s. while Kawana was also entitled to a share of the annual rental of £63 7s. from Section G6 (valued at £1,598).[126] The Board duly heard the application for the mortgage in Wellington in March 1923 and recommended it for the Governor-General's consent.[127] In April 1923, Kawana wrote to the Board to say he was "now quite satisfied" with the security given for the mortgage and agreed to

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122 Native Appellate Court order, 4 May 1918. Wai 2200 #A70(a), MLC Documents, Volume IX, p.706.
123 Alienation file 3/9255. MLC, Whanganui.
124 Maui Pomare to Native Minister, 26 October 1922, and; Registrar to Native Department, 13 November 1922. MA 1/1310, 1923/84. R22408437. Archives NZ. The original area of Horowhenua 11B41 G6 was 202 acres but it was later reported that Daniel Hannan acquired about 105 acres of it in 1915 and other areas were lost to roading, reducing it to 91 acres (District Officer to Stamp Duties Office, 4 November 1952. Alienation file 3/9442. MLC, Whanganui).
125 Native Department to Native Minister, 15 November 1922. MA 1/1310, 1923/84. R22408437. Archives NZ.
126 Registrar to Native Department, 13 November 1922; Registrar to Native Department, 7 April 1923, and; copy of valution, 31 March 1921. MA 1/1310, 1923/84. R22408437. Archives NZ.
127 Board minutes, 15 March 1923, and; Board to Native Department, 7 April 1923. MA 1/1310, 1923/84. R22408437. Archives NZ.

"withdraw any objection to same."[128] Even so, it was not until June 1923 that the Native Minister was advised to recommend to the Governor-General that he consent to the mortgage (that consent being given in July 1923).[129]

The debt-driven mortgage always looked like a purchase by other means, and it soon proved to be but a prelude to the permanent alienation of Kawana Hunia's land. In 1925, the mortgagees applied to the Board to purchase Horowhenua 11B41 South G4 (13 acres 3 roods 3 perches). Their initial offer was based on a valuation of £305, which was still less than the total value of the mortgage (although of course the mortgage was also against Kawana's share in Section G6). The Board noted the land was "heavily mortgaged" and was under lease until 1932. It sought an up to date valuation and deferred the mortgagees' application several times (due to their non-appearance). It finally confirmed the purchase in July 1926, by which time the land was valued at £350 (still short of the mortgage of £386, much less the accumulating interest).[130]

Next to go was Kawana's interest in Horowhenua 11B41 South G6. Perhaps frustrated at the delay in the purchase of Section G4, the mortgagees in December 1925 gave the requisite two months' notice that they were to exercise their power of sale.[131] A few weeks later, the Native Department advised Kawana Hunia of this notice and advised him, "if you wish to save your land it will be necessary to get busy and raise the money with which to meet the payment under the mortgage."[132] In this instance, Kawana did indeed 'get busy'; somehow stalling the mortgagee sale while arranging for the purchase of his interest by someone other than the mortgagees. He partitioned out his individual interests as **Horowhenua 11B41 South G6A** (41 acres 1 rood 15 perches) in May 1926, which were then purchased by Honora Hannan (the widow of Daniel Hannan, who died in 1913) for the statutory minimum price of £1,120. This at least enabled the mortgage and interest to be cleared, and left Kawana Hunia with some money but effectively landless (his other interests consisting of an undivided share in Hokio, some worthless and unusable land in Otumore block (in the Ruahine ranges), and what the Board was told was some undefined land "on the Taupo Road").[133]

A mortgage has been located that was taken out for positive reasons (to acquire and develop

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[128] Copy of Kawana Hunia, Whanganui, to Judge Gilfedder, 26 April 1923. MA 1/1310, 1923/84. R22408437. Archives NZ.
[129] Native Department to Native Minister, 12 June 1923, and; Native Minister recommendation for Governor-Generla, 9 July 1923. MA 1/1310, 1923/84. R22408437. Archives NZ.
[130] Alienation file 3/8739. MLC, Whanganui.
[131] Treadwell, Gordon & Treadwell, Whanganui, to Native Department, 5 December 1925. MA 1/1310, 1923/84. R22408437. Archives NZ.
[132] Native Department to Kawana Hunia, Whanganui, 23 December 1923. MA 1/1310, 1923/84. R22408437. Archives NZ.
[133] Alienation file 3/8779. MLC, Whanganui.

land, and build a house) rather than for the more negative motive of consolidating debt. In 1923, Kahukore Hurinui and Hurinui Tukapua borrowed £445 from the large local land owner John Ryder, taking out a mortgage with him at seven percent with the proviso that it was "not to be called up or paid off before 1/7/1930." The mortgage was secured against their land **Horowhenua 11B41 North A1F** (91 acres 1 rood 7 perches) and **Part Horowhenua 11B36 Section 2L4A** (9 acres 3 roods 2 perches). Horowhenua 11B41 North A1F was then leased out at an annual rental of £36 8s. This short-term mortgage was in addition to a first mortgage of £500 from the State Advances Office against the same titles in 1915, which was being repaid from the rental income. The two titles had a 1921 Government valuation of £1,046 and £1,056 respectively.[134]

Kahukore explained to the Board that the £500 borrowed from State Advances was to build a house for she and her husband Hurinui Tukapua. The £445 being borrowed from Ryder was to buy 36 acres of land from James Leydon to expand their farm, on which they were running a dairy herd (30 cows on their own land and 27 cows on the land purchased from Leydon). They had no capital to acquire the land but expected to repay the debt from their dairy income. Ryder told the Board he had bid for Leydon's land on Kahukore's behalf and "lent the money as a friend." In November 1922 the Board recommended the mortgage be consented to, although it took until May 1923 for the Government to act.[135]

Unfortunately for Kahukore and Hurinui, the 1920s slump seems to have hit them hard. By 1926 the rent from Horowhenua 11B41 North A1F had reduced the State Advances mortgage to £370 but as they then had little other income they were unable to pay the interest owing to Ryder (much less reduce the principal). In 1926 Ryder gave the Native Department the requisite two months' notice that he was exercising his power of sale as mortgagee.[136] The solicitor and Levin land speculator Park offered to buy the block from them at the cost of the two mortgages plus £25 for Kahukore and Hurinui; a total of about £900. He acknowledged this was less than the Government valuation of £1,056 (a valuation made during the boom that had come to a crashing end) but thought in the circumstances it was as good a price as they would get at auction.[137] The Government had no interest in buying the land and told Park the Board could deal with the

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134 Registrar to Native Department, 15 March 1923, and; Under-Secretary minute for Native Minister, 9 April 1923. MA 1/1308, 1923/52. R22408415. Archives NZ.

135 Board minutes, Wellington, 9 November 1922, and; Native Minister recommendation to Governor-General, 10 May 1923. MA 1/1308, 1923/52. R22408415. Archives NZ. See also Alienation file 3/8633. MLC, Whanganui.

136 Park & Adams, Levin, to Native Department, 23 July 1926, and; Ryder to Native Department, 24 July 1926. MA 1/1308, 1923/52. R22408415. Archives NZ.

137 Park & Adams, Levin, to Native Department, 23 July 1926. MA 1/1308, 1923/52. R22408415. Archives NZ.

matter of price. That was incorrect, as it was a mortgagee sale in which the Board had no say.[138] Park's bid does not appear to have been successful and in January 1927 the land was transferred out of Maori ownership under the mortgagee's power of sale.

Another mortgage ostensibly taken out for more positive reasons than debt was the £250 borrowed from James Hannan (a large local land owner) in 1928 by Kawaurukuroa ('Ruku') Hanita and his brother Mua o te Tangata Hanita (usually given in the sources as 'Muao') against **Horowhenua 11B41 South E** (106 acres 2 roods 28 perches). The land was valued at £1,270. The money (repayable in five years at interest of seven percent) was for completion of a house. Tuiti Makitanara (MP for Southern Maori) later wrote that the incomplete house was "exposed to the weather… unless it is soon completed the building would fall to pieces through its unfinished state." It appears the owners initially sought to borrow £350 but, after interviewing the solicitor involved and the builder, the Board decided that £250 would suffice.[139] (Ruku's subsequent experience of the Board's paternalism in relation to this land is set out elsewhere in this report.)

The Native Department queried the Board about the mortgage, pointing out that Hannan was also the owner's tenant:

> Apart from the difficulty of a Mortgagee being in possession of the mortgaged property it is not considered good policy to permit the lessee to be also a Mortgagee of Native land leased to him.
>
> What steps have been taken to see that the lessee pays his rent and performs his covenants under the lease or if the Mortgagor refunds the rent paid to him in part extinguishment of the debt that the payment will be duly recorded as a partial discharge of the mortgage[?]. Further, it seems that the effect of the mortgage is to throw upon the lessor the onus of performing the covenants for payment of rates, keeping the premises in repair, clearing noxious weeds, and the like which usually fall upon the person occupying the land.[140]

The reply of the Board's President to this criticism was terse: "I have no comments to make." He added that he had heard "indirectly" that the mortgagors were not going to proceed because they

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[138] Native Department to Park, 29 July 1926, and; Park to Native Department, 2 August 1926. MA 1/1308, 1923/52. R22408415. Archives NZ.

[139] Board to Native Department, 20 October 1928 with Board recommendation, 16 October 1928 (on the sum of £350, see Board to Native Department, 5 November 1928). MA 1/1484, 1929/225. R22411549. Archives NZ

[140] Native Department to Board, 2 November 1928, and Tuiti Makitanara to Chief Judge, n.d. [received 17 December 1928]. MA 1/1484, 1929/225. R22411549. Archives NZ.

had wanted £350 rather than the £250 approved by the Board.[141] That was incorrect and several days later it was evident the mortgage of £250 was proceeding, but in response to the Native Department's concerns the mortgagee had deleted references to the covenants noted above.[142] That failed to deal with the more fundamental problem of the Board allowing Hannan to be both lessor and mortgagee, which exposed Ruku and Mua o te Tangata to unacceptable risks. Given the Board's failure to address the risks, the Native Minister was advised not to consent to the mortgage:

> The old law was that no premium or fore gift was permitted and the Supreme Court decided that payment of rent in advance was illegal under such conditions. As a matter of policy I do not think it wise to permit the Maori to mortgage to his tenant.[143]

The Native Minister agreed, putting the policy position even more clearly:

> the adoption of a policy of permitting a Maori lessor to mortgage to his tenant would simply be used as a means for converting the leasehold into a freehold at less than the proper value of the land.[144]

There was no such policy applied to tenants acquiring land from their Maori landlords, even though this was a practice that was later criticised by the Maori Land Court. Nor was a similar policy applied to ordinary mortgagors who, as set out above, frequently used their powers to force a mortgagee sale without regard to 'proper value'.

The Native Minister asked why the Board or the Native Trustee did not lend the money, and get an assignment of the rent to repay the loan.[145] It was a reasonable question the Board failed to think of, much less ask. In the end, the Maori owners instead turned to another borrower; Noel Thomson, a local solicitor. His application for a mortgage of £250 on the land was approved by the Board in May 1929 and the Governor-General's consent obtained promptly in June 1929.[146] As noted earlier in connection with the fate of Ruku and Mua o te Tangata Hanita, they were unable to repay the mortgage before Mua o te Tangata died in 1931, and the land was

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141 Board to Native Department, 5 November 1928. MA 1/1484, 1929/225. R22411549. Archives NZ.
142 Board to Native Department, 14 November 1928. MA 1/1484, 1929/225. R22411549. Archives NZ.
143 Native Department to Native Minister, 15 November 1928. MA 1/1484, 1929/225. R22411549. Archives NZ.
144 Native Minister to Native Department, 18 November 1928. MA 1/1484, 1929/225. R22411549. Archives NZ.
145 Native Minister to Native Department, 18 November 1928. MA 1/1484, 1929/225. R22411549. Archives NZ.
146 Board to Native Department, 13 May 1929, and; Native Minister's recommendation to Governor-General, 17 June 1929. Native Minister to Native Department, 18 November 1928. MA 1/1484, 1929/225. R22411549. Archives NZ.

subsequently sold to clear the mortgage. As also noted elsewhere, Ruku had taken out another mortgage from the Public Trustee against Horowhenua 11A6C, but this land was preserved in his ownership.

There are exceptions to the sorts of debt transactions outlined above. In a few cases, the money owed in such debts involved non-essential items, but even then, the position of the Muaupoko debtor related more to control over 'their' funds being assumed by the Board rather than being due anything approaching reckless extravagance. For instance, as noted elsewhere, in 1920 the Board retained all but £117 of the £517 paid to Tapita Himiona for her interests in **Horowhenua 11B41 South H2** (311 acres 2 roods 33 perches, in which her interest was equal to 51 acres 2 roods 36 perches). A few months later she sought £100 of 'her' money from the Board to discharge several debts (the largest of which was £52 10s. owed to a Palmerston North music store for a piano she had been paying off "on the instalment plan").[147] A piano was scarcely a luxury item at the time but nor was the Board likely to approve of it, even though the £400 retained by the Board was (supposedly) Tapita's money and there was more than enough on hand to pay what was still owing on the piano.

Other expenses that resulted in the immiserating of Muaupoko land owners could scarcely be described as essential but nor were they costs that were easily avoided, such as the costs associated with Maori land litigation. For instance, in 1903 Kerei Te Panau (of Muaupoko and Rangitane) asked Native Minister James Carroll to remove the restrictions on the alienation of a Horowhenua 9 to enable him to sell his interests (equal to 104 acres) to the Levin sawmiller James Prouse for £7 per acre (a total of about £728).[148] It is notable that the price was considerably higher than the Government valuation of £2 10s. per acre for Horowhenua 9A and £4 per acre for Horowhenua 9B.[149] The reasons Kerei Te Panau had to sell his Horowhenua interests were that:

> I am indebted to my creditors to a considerable amount and that judgement summonses are already pending against me.
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> That I have been in poor circumstances for a considerable time and being a very old man am unable to keep myself in food and clothes.

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147 Blenkhorn, Levin, to Board, 21 January and 21 February 1921, and Rawson minute, 22 February 1921. Alienation file 3/8538. MLC, Whanganui.

148 Kerei Te Panau, Wellington, to Native Minister James Carroll, 11 June 1903. J 1/695/1903/718. R24618033. Archives NZ.

149 Certified Copy of Entries in District Valuation Roll, 3 December 1903. J 1/695/1903/718. R24618033. Archives NZ.

> That I wish to buy clothes, blankets, and food to sustain me, and also to thoroughly repair the house in which I am now living and to put up all fences in and around the house and generally to put my house into proper and habitable condition.
>
> … That the balance of the said monies should be devoted in making provision for the remainder of my days.[150]

Kerei Te Panau advised he had other lands to support him (referring to Ruatangata block interests of 109 acres and Puketotara interests of 220 acres).[151]

The plight of Kerei Te Panau is borne out by a press report of a judgement against him in the Palmerston North Stipendiary Magistrate's Court in March 1903, when he was given until the end of the month to pay the £7 6s. he owed or face seven days in prison.[152] His dire circumstances were confirmed and more fully explained in a report from the interpreter John Chase, who told the Justice Department in May 1904 that he had recently called on Kerei Te Panau in his Awapuni home:

> I find the old man is in really very distressing circumstances, and is much in need of money. He owes nearly £200, which he is most anxious to pay off, and the balance to keep him for the rest of his life.
>
> … His aged and feeble wife, Ereni Te Aweawe, who was the recipient of some annual ground rents, has by reason of her connection with the *Tamaki v. Baker* action mortgaged them all to such an extent that many years must pass before she can redeem them. Thus, these poor people, stricken with old age, are by reason of their poverty deprived of many of the common necessaries of life. There are now other ways by which their condition can be improved but by the sale of the land in question.[153]

The Government declined to permit Kerei Te Panau to sell his interests in Horowhenua 9, not out of any concern for him but because it did not want to have to deal with the resulting complexity of having Prouse holding undivided individual interests in what was already a

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[150] Kerei Te Panau, Wellington, to Native Minister James Carroll, 11 June 1903. J 1/695/1903/718. R24618033. Archives NZ.
[151] Kerei Te Panau, Wellington, to Native Minister James Carroll, 11 June 1903. J 1/695/1903/718. R24618033. Archives NZ.
[152] 'S.M. Court', *Manawatu Standard*, 3 March 1903, p.8.
[153] John Chase, Raetihi, to Under-Secretary for Justice, 13 May 1904. J 1/695/1903/718. R24618033. Archives NZ.

"disputed" title, adding that Pakeha should not be let into the title as it was "bad enough" to have Kerei in it.[154]

The *Tamaki v Baker* case for which Ereni Te Aweawe had mortgaged her lands (and impoverished she and her husband) refers to a challenge in the name of Nireaha Tamaki (of Hamua and Muaupoko) to a defective Crown land title in the northern Wairarapa district, which went all the way to the Privy Council in 1901. Nireaha Tamaki won his case, to the extent that the Courts did have jurisdiction to inquire into whether the land in question had been duly ceded by Maori to the Crown. The Crown responded by enacting the Land Titles Protection Act 1902, which barred such challenges to land titles (unless the consent of the Governor was first obtained). Ereni's impoverishment despite Nireaha's pyrrhic victory suggests the Crown did not meet the costs Maori had incurred in going to the Privy Council.

1.4 Debt Transactions and Vested Lands

The significant level of debt amongst Muaupoko land owners arising from Native Land Court title processes, as well as from the early imposition of rates in the late nineteenth century, has already been noted by Jane Luiten. As she has observed, by 1904 Levin's largest general merchant (and first mayor) Basil Gardiner was owed over £3,000 by just 19 Muaupoko individuals. Another 21 Muaupoko owed lesser amounts to the Weraroa storekeeper C. Williams.[155] As Gardiner told Premier Seddon in 1905:

> Some five years ago the natives interested in the Kawiu Block, Horowhenua, came to me for stores to live on until their land was individualised, and as the Land Court then had the matter in hand I consented to supply them, thinking the accommodation would only be for a reasonable time.
>
> As everyone knows, delay followed delay, until years had been wasted over the partition of this Block, and owing to tribal disputes none of the natives could work the cleared ground wherewithal to live on. They had to live and having opened accounts with me I was forced to keep supplying them until they could pay or else I must lose all that I had advanced them in the meantime.[156]

The heavy costs and delay of the Court's partitioning process were certainly a key factor in the debts. Indeed, the section of the Maori Lands Administration Act 1900 (s.29) required that the

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154 Sheridan minute, n.d., on ibid.
155 Wai 2200 #A163, pp.345-351.
156 Gardiner, Levin, to Seddon, 19 September 1905. MA 1/977, 1909/302. R22409469. Archives NZ.

debts for which the District Maori Land Board could borrow money relate to costs incurred in obtaining title (s.29(3)).[157]

The result of this debt was the vesting of Kawiu subdivisions (**Horowhenua 11B36** (1,497 acres)) in the Aotea District Maori Land Board for leasing in order to discharge the debts from rents. This was to prevent the lands being sold in order to clear the debt.[158] As Gardiner put it, this was "a solemn promise and undertaking between the Native Minister, the Muaupoko, and myself," which was entered into as Muaupoko "were really anxious" about their debts arising from the protracted Court process.[159] One problem with using rents to clear the debts owed by some of the Kawiu owners was that the debts were so large they could "swamp the land twice over," so full repayment of the debts was unlikely. Not only would the rents be insufficient to clear the debts but, "the entire freehold value of the shares handed over would not pay the whole of the debts."[160] For instance, Wiki (Raraku) Hunia owed Gardiner £296 2s. 5d. but had signed over only Horowhenua 11B36 section 2L3 of 10 acres, the lease of which could not hope to repay that sum.[161]

Once he found out about the arrangement for the £1,000 mortgage, Gardiner complained that this was insufficient, and defended the debts he had built up against the Muaupoko owners:

> The amount owing me by the natives owning the 7 sections [under trust and] leased comes to £2,000 (divided into 14 families numbering over 80 persons in all) for food supplied extending over the 5 years in question, this works out at about £5 per annum per head, and no one can say this is a question of luxury or extravagance.[162]

He wanted to know where the other £1,000 he was owed by the owners of the vested lands was to come from. However this was a question that appears to have been answered through related debt transactions for Muaupoko lands at about the same time (see below). As set out below, it appears the owners of the vested lands were liable for about £1,000 of the debts to Gardener, so he appears to have overstated his plight to Premier Seddon.

Beyond the issues around the vested lands was what to do with debtors who had not agreed to entrust their lands to the Aotea Board to be leased out. They included Wirihana Hunia, whose

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157 Minute on Aotea District Maori Land Council minute, 18 July 1905. MA 1/977, 1909/302. R22409469. Archives NZ.
158 Wai 2200 #A163, pp.345-351.
159 Gardiner, Levin, to Seddon, 19 September 1905. MA 1/977, 1909/302. R 22409469. Archives NZ.
160 Sheridan to Gardiner, 23 September 1904. Cited in Wai 2200 #A163, p.350.
161 Schedule of Mr Gardiner's account, n.d. MA-MLA 1904/81. R24196715. Archives NZ.
162 Gardiner, Levin, to Seddon, 19 September 1905. MA 1/977, 1909/302. R 22409469. Archives NZ.

£301 debt was the second-largest owed to Gardiner; only the £332 owed by Te Ahuru Porotene exceeded it.[163] Rejecting the plan for vesting in the Council was evidently the wiser course, because those who signed over their lands saw them leased out at the minimum rental for two 21-year terms. On the other hand, some owners were instead induced to sell land or to later lease them in the ordinary way through the Aotea District Maori Land Board in an effort to clear their enormous debts.[164]

There was also a survey lien of £102 owing on the Kawiu block, which Judge Mackay arranged to be discharged from the rents paid by John McDonald under leases arranged before the store debts emerged.[165] This deprived the owners of rental income, as did the vesting proposals outlined above. Further survey charges arose from the many subdivisions of Kawiu in 1901 and subsequent years.

The aftermath of the vesting of seven titles in the Aotea Board in 1904 was that it then applied to the Government for a loan of £1,000 (under the Maori Lands Administration Act 1900 (s.29[ss.7])) with which it intended to discharge some of the debt. This was done at the Government's urging, following an agreement made during a meeting in Native Minister Carroll's office at which the storekeepers and the Muaupoko owners were "represented."[166] It was a condition of the agreement that the mortgage be raised. This was presumably on the basis that the creditors did not want to receive their money in the dribs and drabs of six-monthly rental payments: a later return showed the seven blocks leased were bringing in annual rents of just £210.[167] It was emphasised by Sheridan (formerly head of the Native Land Purchase Department and now the obscurely-named "Administrator Maori Land Laws Acts") that the Muaupoko concerned were "on the verge of bankruptcy" before the agreement was reached.[168]

The £1,000 loan was to be secured against the rental income from the vested blocks; Horowhenua 11B36 Section 1B1 to 3 (157 acres), 1D (25 acres), and 2L4 to 6 (114 acres). The owners of these titles were liable for about £1,000 of the debts.[169] The Government was unhappy with the form of the trust deed drawn up by the Aotea Maori District Land Board but, without

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163 Schedule of Mr Gardiner's account, n.d. MA-MLA 1904/81. R24196715. Archives NZ.
164 Wai 2200 #A163, pp.350-353.
165 Chief Surveyor to Native Land Court, 3 March 1904, and; Judge Mackay to John McDonald, 4 February 1904. AAMA W3150/13, 20/59, Part 3. R20436509. Archives NZ.
166 Sheridan minute for Minister of Lands, 28 August 1905. MA-MLA 1905/51. R24196766. Archives NZ.
167 AJHR, 1910, G-10, p.4. (Based on a misreading of this source Dr Young (Wai 2200 #A161, p.43) has concluded these lands were vested in 1902 but the vesting did not occur until 1904.)
168 Sheridan minute for Minister of Lands, 28 August 1905. MA-MLA 1905/51. R24196766. Archives NZ.
169 MA-MLA 1905/51. R24196766, and; 'Summary of Mr Gardiner's accounts', n.d., MA-MLA 1904/81. R24196715. Archives NZ.

reference to the Board or the Kawiu owners, Sheridan advised the Solicitor-General to revise it, making the pithy point that the Board was no more than the Government's creature:

> The deed is little more than a mere matter of form as the Govt has practically the conduct of the whole of the operations of the Board.[170]

The mortgage deed was revised accordingly, and put through Cabinet urgently to enable the £1,000 to be placed with the Board (and then with Gardiner) as soon as possible.[171]

Those Muaupoko debtors who did not vest their lands made other arrangements, which often resulted in the sale of their lands. For instance, one of the debtors was Hema Henare who owed Gardiner £42 but did not entrust any of his interests to the Council/Board. However, he did agree to the purchase of **Horowhenua 11A9** (62 acres) by the Levin hotelier D. Hannan for £350. This was a low price; as Hema told the Court (sitting in Wellington): "This land is very valuable and worth much more, but I am satisfied with the price."[172] Any satisfaction with such a low price seems more likely to be due to having been advanced nearly £200 by Hannan.[173] Hema said he needed money for a visit to Parihaka (where other Muaupoko lived for a time), but debts such as those to Gardiner appear a more pressing motive for selling the land so cheap.

The land was indeed worth much more than Hannan was paying: at least twice was much. As Hema told the Court, William Ryder had offered Hema £700 for the land but, "I much prefer that my friend Mr Hannan get it." It appears more likely that the reason he accepted half what his land was worth was that 'friend' Hannan had advanced him most of the money. As the low price met the statutory minimum (Government valuation), it satisfied the law, even though it was far below market value. For Hannan, it was simply a matter of having the Native Land Court remove the restrictions on alienation, which was done in 1904, before the Court confirmed the purchase regardless of how poor a bargain this debt transaction was for Hema Henare.[174]

Hannan, a Levin publican and prominent land purchaser of Muaupoko interests, was also involved with others among Gardiner's debtors. In 1904 officials noted that Miriama Matakatea, who owed £135 16s. 5d., had not signed over her interests in **Horowhenua 11B36 Section 1C** (87 acres, of which her interests equated to 31 acres). Fraser, a solicitor involved in the vesting

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170 Sheridan minute for Solicitor General, 22 December 1905. MLA 1905/76. MA 1/977, 1909/302. R 22409469. Archives NZ.
171 Sheridan minute for Fisher, Native Department, 16 January 1906. MLA 1906/3. MA 1/977, 1909/302. R 22409469. Archives NZ.
172 Wellington NLC MB 12, pp.322-323.
173 Wellington NLC MB 12, pp.322 and 324.
174 J 1/695e, 1903/700. R24618013. Archives NZ, and; Wellington NLC MB 12, pp.311-313 and 322-324.

process in 1904, told the Government that the three other owners had signed by Miriama had "entered into some arrangement with Mr Hannan, hotel-keeper, Levin." He said she was also indebted to Williams "and appears to be under the influence of Mr Hannan."[175] As Luiten notes, Hannan soon acquired 85 acres in three Kawiu subdivisions.[176]

Hannan the hotelier also acquired another valuable Kawiu title, **Horowhenua 11B36 Section 3G2A** (40 acres), from Hoani Nahona. When the purchase was arranged, the title was still the multiply-owned parent title (Horowhenua 11B16 Section 3G2 of 55 acres) but as part of the purchase process and the removal of restrictions, Hoani's interests were partitioned out in 1909 at Hannan's expense and the purchase completed. (The other two owners, Ngahuia Tirae and Pirihira Hautapu held 10 and 5 acres respectively, which was partitioned as Horowhenua 11B36 Section 3G2B). Hannan was already occupying the land as lessee, which put him in a good position to purchase the land. He had offered Hoani £640 for his interests in 1908, but once the land was partitioned and valued it was found to be worth £684.[177] Hannan agreed to pay this statutory minimum price, but urged the completion of the purchase as:

> Mr Hannan has already made advances to Hoani for the purpose of paying his debts to the extent of £180 and it was only in May last [1909] that Mr Hannan was obliged to pay to the Constable at Levin the sum of £40 to release Hoani Nahona from custody as he was arrested on a warrant for debt issued on a judgment summons out of the Court up there.
>
> The Native is most anxious to sell himself and he cannot meet his liabilities until he receives part of the purchase money. He also desires to repay to Mr Hannan the amount which has already been advanced.[178]

This confirms the purchase was a debt transaction, with Hoani Nahona already in debt to the tune of £220 to Hannan, with further unstated liabilities accumulating to other creditors.

The Board may not have been aware of Hoani's debts when it approved the removal of restrictions for sale with two conditions: (1) that £400 of the proceeds be paid to the Public Trustee to be paid out on the Board's authority, and; (2) the land be sold by public auction with

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[175] Fraser, Whanganui, to Sheridan, 25 August 1904, and; Fraser, New Plymouth, to Sheridan, 15 September 1904. MA-MLA 1904/79. R24196714. Archives NZ.
[176] Wai 2200 #A163, p.352.
[177] MA 1/978, 1909/316. R22409477. Archives NZ.
[178] J. J. McGrath, Solicitor, Wellington, to Native Affairs, 8 July 1909. MA 1/978, 1909/316. R22409477. Archives NZ.

an upset price of £684 (being the valuation). Hannan strongly objected to the latter condition.[179] It could result in him missing out on his debt-driven purchase. The first condition indicates that £284 of the purchase proceeds were to go to Hoani (which is probably about the amount of his total debts) with the Board to retain the rest to be drip-fed to him as it saw fit. The Board minutes have Hannan's representative telling it that the purchase proceeds were to be used to "build and improve his other lands." Such goals were more laudable to the Board than paying off large debts, but it was already aware that Hannan had made at least £100 of advances to Hoani.[180] It was only in August 1909 that Hannan informed the Board that Hoani owed him £180.[181] He did not refer to the £40 paid to release him from jail or to Hoani's other debts. It is difficult to see how Hoani would have any capital for housing or land development, given his debts and given that the Board wanted to keep £400 of the proceeds.

In response to Hannan's protests, the Native Department overrode its Board's recommendation for public auction.[182] This let Hannan acquire the land at the minimum price without the market threatening his speculation at the expense of Hoani Nahona. That there was competition for the land is evident from John Roderick McDonald's efforts to secure it at the same time. Before the purchase process was completed, McDonald obtained the Board's consent for his lease of Horowhenua 11B36 Section 3G2A. Evidently, Hannan's existing 'lease' was informal and of no effect, and he was advised that if he completed his purchase it would be subject to McDonald's lease. This was not so much a matter of McDonald wanting to queer the pitch for Hannan but of McDonald seeking to secure his own debts against Hoani Nahona, who had taken out a mortgage with McDonald.[183]

The largest of Gardiner's debtors was, as noted, Te Ahuru Porotene who owed £332. He too was among the few debtors who did not sign over their Kawiu lands for vesting but this did not mean his land was safe. The first step to selling his land to clear the debt was to partition out his interests in his Kawiu land, Horowhenua 11B36 Section 4 (67 acres). This was done in March 1905, when he was awarded **Horowhenua 11B36 Section 4A** (42 acres). A few months later, Gardiner's solicitors (Stafford, Treadwell & Field) applied for the removal of restrictions from this title, reminding Native Minister Carroll that:

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179 J. J. McGrath, Solicitor, Wellington, to Native Department, 8 July 1909, and file note, n.d. MA 1/978, 1909/316. R22409477. Archives NZ.

180 Board minutes, 28 May 1909. MA 1/978, 1909/316. R22409477. Archives NZ.

181 Hannan, sworn statement, 27 August 1909. MA 1/978, 1909/316. R22409477. Archives NZ.

182 Native Department to McGrath, 7 October 1909. MA 1/978, 1909/316. R22409477. Archives NZ.

183 Native Department to McGrath, 7 March 1910; Brown & Dean to Minister for Native Affairs, 11 May 1911, and; Native Department to Brown & Dean, 16 May 1911. MA 1/978, 1909/316. R22409477. Archives NZ.

> You will doubtless remember that this is the Block with respect to which our Mr Field in company with Messrs B. R. Gardiner[sic] and Broughton [Porotene] recently conferred with you when you expressed yourself as favourable[sic] disposed to the application.[184]

The removal of restrictions and purchase was thus a foregone conclusion, and not just because of Te Ahuru's indebtedness to Gardiner. For good measure, the senior official involved, Sheridan (former head of the land purchase department), told Carroll:

> I don't see any necessity for retaining restrictions on any of the Kawiu sections: They are just the proper size for small farms and the sooner settlers are got upon them the better.[185]

The idea of getting Muaupoko farmers on their own lands was not one that entered the political calculus. The purchase of Te Ahuru's block was duly confirmed by the Aotea District Maori Land Council and signed off by Cabinet in January 1906.[186]

Raraku Hunia had earlier applied to Native Minister Carroll for a loan of £300 to buy stock and farm implements to work land she and her husband held, although some of the money was also to pay off debts. She told Carroll:

> I did wish to sell some of my acres at Kawiu, but my love for the place where our ancestors died prevents me. Besides, I would be alone in my deed, in which case I would only then look in regret upon the acres of those who kept their land, and be ashamed.[187]

No development finance was made available to Raraku. By 1911, she was described as old, infirm, without children, and "mentally weak," being confined in Porirua mental hospital.[188] In fact, in 1911 she was only in her late thirties (being aged 45 when she died at Palmerston North in 1918).[189] She then retained the Kawiu interests she referred to (Horowhenua 11B36 Section 2L3 (9 acres 21 perches).

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184 Stafford, Treadwell & Field, Wellington, to Native Minister, 24 July 1905. MA 1/912, 1907/108. R22401207. Archives NZ.
185 Sheridan minute, 27 July 1905, on J 1905/1145. MA 1/912, 1907/108. R22401207. Archives NZ.
186 MA 1/912, 1907/108. R22401207. Archives NZ, and; Wai 2200 #A70(a), MLC Documents, Volume VIII, p.82.
187 Raraku Hunia to Carroll, 10 March 1900. MA 75/24. Cited in Wai 2200 #A1, p.83.
188 Park to Public Trustee, 21 June 1911. MA 1/1064, 1911/775. R224044. Archives NZ; Otaki MB 52, pp.5-6 and 57. Alienation file 3/8642. MLC, Whanganui.
189 *Manawatu Times*, 22 April 1918, p.1.

Bizarrely enough, some of the vested lands were subsequently sold by the Ikaroa District Maori Land Board regardless of the protective vesting in 1904; a vesting it appears to have later simply forgotten about. When the vesting was belatedly noticed late in the process of the Board selling part of **Horowhenua 11B36 Section 1B2** (68 acres 1 rood 32 perches), this was due only to the ubiquitous Park & Bertram (solicitors for the purchaser) "checking right through the Court records" to find that "some years ago the land had been vested in the Ikaroa Maori Land Board and had never been revested in the Native owners."[190] The Board itself had forgotten about the vesting, having treated the renewed lease to Stanley Read (now also the purchaser) as a standard lease with no protective obligations attached. The Board did not even call a meeting of owners to secure consent to Read's purchase, asserting that the deed of purchase signed by the 13 owners was "sufficient consent."[191] In fact, seven of the owners were minors whose interests were sold by their trustee (Makere Taueki); a circumstance that should have required greater scrutiny from the Board, which had already neglected to even take heed of the land's vested status.

The Board had previously overseen the purchase of part of a nearby block of vested land, **Horowhenua 11B36 Section 1B3** (32 acres 3 roods 11 perches), in 1922. However, in this case only 24 acres 2 roods 8 perches had been vested (as not all owners signed the vesting papers) and the area being purchased by the existing lessee (Thomas Bevan) comprised the remaining eight acres of non-vested land.[192]

Oddly enough, the Board had previously been more scrupulous about protecting vested lands in 1911, when it refused John McDonald's application to purchase **Horowhenua 11B36 Section 1D** block (25 acres) because the land was vested in the Board (or, rather, 21 acres of the title was vested in the Board). McDonald had acquired the lease after paying £70 to the tenant to whom the Board had leased the land in 1905. In 1915, when McDonald again tried to purchase the block the Board again refused, but this time it did not refer to the need to protect the vested land entrusted to it to clear the debts of the owner, Warena Kerehi. As in 1904, the ownership of Horowhenua 11B36 Section 1D was threatened by debt in 1915; Warena told the Board the land was being purchased by McDonald to clear debts he owed to various tradesmen. He had already sold other of his Horowhenua lands (some to the prominent local land buyer Ryder). He had a debt-free house in Levin township but was receiving only about £1 a week from McDonald in rents. The Board rejected McDonald's purchase on the grounds Warena "will not have sufficient land left for his adequate maintenance" or for that of his wife and children.[193]

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190 Park & Bertram to Board, 19 October 1939. Alienation file 3/9362, MLC, Whanganui.
191 Park & Bertram to Board, 7 November 1939. Alienation file 3/9362, MLC, Whanganui, and; Otaki MB 61, pp.44-45 and 93-94.
192 Alienation file 3/8635. MLC, Whanganui.
193 Alienation file 3/8904. MLC, Whanganui.

In 1931, after Warena Kerehi had died, the Board did agree to the purchase of the four acres not vested in it, which had passed to his sons Himiona Warena and Pirihira Warena. The four acres was purchased by the current tenant (Percy Moxham) for the minimum price of £190. As in 1904 and 1915, the purchase was the result of accumulating debts; as Himiona Warena explained to the Board he owed money and he was also responsible for clearing the debts of his father; a total of £124 11s. owed to 10 creditors.[194]

What was left of the vested lands was finally returned to its owners by the Board in the late 1940s, following two 21-year leases. These had endured decades beyond the time needed to repay the debts that led to the vesting in 1904. The Board made a pitch to the owners to leave the land in its control – to be either leased out, sold, or farmed under Board management – but Muaupoko were unanimous in wanted their lands returned to them.[195]

1.5 Other Debt Transactions

Other debt transactions were for much smaller amounts of debt and smaller areas of land. For instance, in 1921 Charles Blenkhorn applied to the Board to purchase the interests of eight of the owners of the Kawiu title **Horowhenua 11B36 Section 3F2B** (8 acres 1 rood) at a price of £40 per acre, or about £260 for the interests he was acquiring (equal to 6 acres 1 rood 33 perches). He had been leasing the land since 1913 at a minimal rental of £1 6s. per acre (equating to a land value of £26 per acre, considerably less than the land was worth in 1921). As noted earlier, this was a transaction that rendered the vendors landless.[196]

One of the owners, Mua o te Tangata Hanita, was a minor whose one-twelfth share entitled him to about £21 10s. of the proceeds. Shortly after the purchase was completed in late 1921, his trustee Eparaima Paki wrote to the Board in January 1922 to ask that the money be sent to Levin as Mua o te Tangata had succeeded in Standard 6 and wished to go to secondary school and she needed to buy him clothes (and a uniform) for the school year about to begin (most children then left school after Standard 6, at about 12 years of age). The Board advised that it was "very unlikely" all of the £21 would be released to her so she had to specify the sum required. Nothing further was heard.[197] The impoverishment indicated by the lack of money for these basic necessities continued into Mua o te Tangata's adulthood; as noted elsewhere in this report, he soon fell into debt (along with his brother Ruku) and died less than 10 years later after a

194 Alienation file 3/8904. MLC, Whanganui.
195 Wai 2200 #A163, pp.377-379.
196 Alienation file 3/8614. MLC, Whanganui.
197 Alienation file 3/8614. MLC, Whanganui.

prolonged illness, leaving his estate encumbered with enormous medical bills. As already noted, others of the Hanita whanau endured decades more of the Board's pernicious paternalism.

In a few cases an intended debt transaction was unable to proceed, leaving the fate of the debt unclear. For instance, in 1941 the local landowner Prouse advance £95 to Pio Hurunui and six other successors to Kahukore Hurunui with a view to purchasing the Kawiu title, **Horowhenua 11B36 Section 2L3B** (2 acres 4 perches). The advances were to pay for the funeral and tangi of Kahukore, who died in Ohakune and was brought back to Horowhenua for burial (of this sum, the undertaker's bill was £60). Prouse's intended debt transaction was hindered by title complexities, as Kahukore had gifted the land to her son Pio Hurunui in 1938 and it was to be vested in him under the Native Housing Act. He never paid the Native Land Court fees to complete the transfer but the order under the Native Housing Act could not simply be revoked, even though no housing loan was taken out. The land was later vested in all six successors but the Prouse purchase was not revived.[198] (After 1 rood 14 perches was taken for road widening in 1953, the already small title was partitioned in 1960 before being Europeanised in 1970, and is no longer Maori land.)

Funeral expenses and a range of other pressing debts, including medical expenses, remained a feature of Horowhenua land dealings into the supposedly prosperous 1950s. Ryder's purchase of **Horowhenua 11B41 North B3 Section 4** (82 acres 1 rood 5 perches) for £750 in 1956–1957 revealed issues related to the impoverishment of the Muaupoko owners. Before the purchase was even confirmed by the Court, Ryder's solicitors (the enduring Park & Cullinane) were advising it of the urgent need for the proceeds to clear debts such as the £33 15s. 6d. owed by Raukawa ('Queenie') Brown. Raukawa had also obtained an advance of £10 through the solicitors so she was already in debt for more than the entire value of her share of the purchase proceeds (£43 1s. 7d.).[199] When the solicitors sent the purchase payment for distribution they advised the Court they had been "pressed" by three owners (Hariata Maremare, Pehira Maremare, and Raukawa Murray) for "small payments" (advances) comprising £20. The vendors were in urgent need of these small sums, notably Raukawa Murray who needed the £10 advanced to her for "urgent medical expenses."[200]

Raukawa Brown was in even greater financial strife than indicated by the Ryder purchase: at the very same time another block in which she held interests was also being purchased; **Horowhenua 11B28** (20 acres 1 rood 30 perches), which had 98 owners who were to share in the purchase price of £2,100. Raukawa's interests there were tiny (1/165th of the title, which she

198 Alienation file 3/9330. MLC, Whanganui.
199 Park & Cullinane to Registrar, 12 December 1956. Alienation file 3/8931. MLC, Whanganui.
200 Park & Cullinane to Registrar, 14 December 1956. Alienation file 3/8931. MLC, Whanganui.

held as successor to Mare Muraahi) and worth only £12 11s. 3d.[201] The purchase proceeds of her interests in both blocks were just enough to clear the one debt noted above, but the solicitors then explained that she was in far deeper debt than that, and had recently been induced (apparently improperly) into a variation of her existing mortgage (presumably to clear other debts). The variation increased her loan to £1,795 but the solicitors revealed that "it was quite apparent she did not have the faintest idea of what was involved" in the mortgage variation, having evidently been taken advantage of. Fortunately, she had yet to sign the variation and the solicitors urged Maori Affairs to look into the matter.[202] The outcome is not apparent from the file.

Raukawa Brown was not alone in being in dire financial straits; others among the 98 owners involved in the sale of Horowhenua 11B28 were also in debt and in urgent need of their fractional part of the proceeds. The Levin solicitors noted in February 1957 they were still waiting a reply to their letter of December 1956 about Ngamira Morehu's share of the purchase price, noting "we are being pressed for payment of the funeral and tangi expenses."[203] These debts were evidently a factor in the transaction.

The insidious and pervasive pressure of owner debt on land retention is evident in the fate of **Horowhenua 3E1 Section 3** (3 roods 1 rood 36 perches). In early 1949, Ngarore Kingi (a farmer who was also an owner with a very small shareholding) applied to the Board to purchase the title for £220 (in excess of the Government Valuation of £165) and this was approved despite the objections of one owner, Muraahi Tukapua (who wanted to build a house for his large family on his piece). He was invited to lodge his dissent and said he would apply to partition out his share in the title (equal to just under one acre). This reduced the purchase to £156 for about two and-a-half acres.[204]

Some of the vendors wrote to the Board to ask about when they could get their share of the purchase proceeds, being unaware it had already unilaterally decided to hold all the money under the Native Land Act 1931 (s.281), to be distributed as and when it saw fit. M. E. Kingi (Ngarore's sister-in-law, who lived in Havelock) told the Board why she needed her (small) share of the proceeds:

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[201] Registrar to Raukawa Brown, 8 February 1957. Alienation file 3/9076. MLC, Whanganui.
[202] Park & Cullinane to Registrar, 3 July 1957. Alienation file 3/8931. MLC, Whanganui.
[203] Harper Thomson & Hamilton, Levin, to Registrar, 15 February 1957. Alienation file 3/9076. MLC, Whanganui.
[204] Registrar to Ngarore Kingi, Levin, 15 March 1949; Muraahi Tukapua, Levin, to Board, 21 February 1949, and; Minutes of meeting of owners, Levin, 21 February 1949. Alienation file 3/9224. MLC, Whanganui.

> I want get the children some warm clothing before starting school again, as I can't seem to get enough out of my pension and [family] allowance, which will be reduced next month as one of the children turns 16 years, that leaves three under age of which two are attending college and have to be dressed well.[205]

Another vendor, Hakataia Tamati (who lived at Mangapehi, south of Te Kuiti) was also in dire need of his share of the purchase money:

> Wages here are not the best as it is a struggle to meet one's liabilities satisfactorily [when one] has a family of five to keep, it is very had to find money to spare [to travel to the meeting of owners]… The reason I need the money so desperately for is to pay up some of my outstanding debts.[206]

Ngarore Kingi died before the purchase was completed so there was no money for the vendors but it is evident that poverty lay behind their willingness to sell.

The sole non-seller, Muraahi Tukapua partitioned out his interests in March 1949 (before Ngarore's death) as **Horowhenua 3E1 Section 3A** (3 roods 36 perches), but despite his ambition to build a home for this large family on this land he was soon in no position do so. He later suffered a serious accident and required on-going treatment which had to be paid for. Muraahi fell behind on the rates on his section, which was subject to charging orders and then in 1956 vested in the Horowhenua County Council for recovery of rates. Nor had he been able to pay for the survey of the 1949 partition. In 1966, he accepted Roy Glastenbury's offer to purchase the land for £400, with the purchaser having to pay an additional £20 to survey the title. The Court confirmed the purchase as the proceeds would go towards funding Muraahi's ongoing treatment.[207] As set out below, this was not the end of the financial difficulties confronting Muraahi Tukapua.

Fortunately, by the 1960s the Maori Land Court was applying a bit more scrutiny to debt transactions than had its predecessor, the Maori Land Board. To be more precise, the Court occasionally provided a forum for Muaupoko owners to express their opposition to selling land to clear debts, making it more difficult than in the past to push through such purchases. For instance, in 1965, William Rolston, the lessee of **Horowhenua 11B36 Section 2L4A2C** (8 acres

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[205] E. M. Kingi, Havelock, to Maori Affairs, 11 May 1949. Alienation file 3/9224. MLC, Whanganui.
[206] Hakataia Tamati, Mangapehi, to Maori Affairs, n.d. [received 19 April 1949]. Alienation file 3/9224. MLC, Whanganui.
[207] Otaki MB 72, p.220, 21 April 1966, and; Deputy Registrar to Park, Cullinane & Turnbull, Levin, 13 September 1966. Alienation file 3/10089. MLC, Whanganui.

1 rood 34 perches) sought to use debt to acquire undivided individual interests he encountered difficulties that proved insurmountable and which prevented the purchase proceeding. It was a close-run thing though; his application to purchase the interests (equal to about one-third of the block) for £460 was dismissed by the Court on technical grounds, in that two of the vendor signatures on the deed were "out of time" and the shares of two signatories were incorrect.[208]

The minutes of the hearing in April 1965 for confirmation of Rolston's purchase reveal not only the owner opposition to the transaction but the debts that lay behind the proposed transfer of the shares of those who had been induced to agree to it. Rolston's version of events was that he was approached by Muraahi Tukapua ('John Hurunui'), W. B. Stickle, and the whanau of Wiremu Kingi Tukapua (recently deceased) and asked "defray funeral and tangi expenses" of £112 for Wiremu Kingi Tukapua and "told he would be able to buy their shares" for the debts he was to clear. He said he had been told by Wiremu's sister, Ritihira Ema Paki, that it was her brother's "dying wish that his interest be sold to me to defray his tangi and funeral expenses." Despite emphasising that he needed the title to make his combined leasehold and freehold property an economic unit, he insisted he "wasn't very happy" about the purchase and agreed to it "somewhat reluctantly." He also claimed Section 2L4A2C was not an economic unit and needed to be used in conjunction with his adjoining land.[209] That was only true if the land continued to be used as part of a small dairy farm; it was later revealed the land was more valuable for horticulture and housing and perfectly 'economic' for such purposes.

Muraahi Tukapua then revealed there was more to the issue than the tangi costs, telling the Court he wanted to sell due to huge debts resulting from ill-health which were "pulling me down." For five to six years he had been "in and out of Palmerston North Hospital" and remained under a doctor's care in Levin. He subsisted on an invalid's pension, adding: "I'm in need of money badly." He had other land interests and received rents from them (collected by the Maori Trustee) but all his rents went on the mortgage payments for his house. The other owners and the Court would have preferred that any shares be offered first to other owners, something Muraahi admitted he had not done but thought selling the shares to other owners would take too long: "I want money quickly."[210]

Other owners opposed Rolston's purchase of undivided individual interests and pointed out he had met only the funeral costs not the expenses of the tangi for which they were all liable: "We are in the same circumstances as Mr Rolston, i.e., as regards the Wiremu Tukapua funeral [and

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[208] 'Action Sheet - Application for Confirmation of Alienation', 1965. Alienation file 3/8317. MLC, Whanganui.
[209] Otaki MB 71, pp.294-298. Alienation file 3/8317. MLC, Whanganui.
[210] Otaki MB 71, pp.294-298. Alienation file 3/8317. MLC, Whanganui.

tangi] expenses." The debt to Rolston could instead be met by deductions from his rents. Teresa Moses, an owner, offered to immediately buy any shares that were offered for sale "because of my sentimental attachment to Maori ancestral lands." Her husband, James Moses, added: "it is ancestral ground… We feel that this land is part of our reserve, i.e., it adjoins the pa," and that it would in future be needed for housing (he was correct in this prediction) or to be worked for "the tribe." Other owners, such as Nora Matewai McMillan, would have bought any shares on offer but were too poor to do so.[211]

The Court then rejected the purchase of the shares sought by Rolston, telling him that the correct procedure with the number of owners involved here was to call a meeting of owners, not acquire undivided individual interests piecemeal. In any case, the Court was (as has been noted) now critical of purchasing by existing lessees, and especially critical of piecemeal purchasing as it was unfair to the remaining owners, "being contrary to equity or good faith."[212] It was at least half a century too late, but the official concern for the interests of Muaupoko, and support for concepts as unfamiliar to them in their land dealings as such as equity and good faith must have nonetheless been welcome.

[211] Otaki MB 71, pp.294-298. Alienation file 3/8317. MLC, Whanganui.
[212] Otaki MB 71, pp.294-298. Alienation file 3/8317. MLC, Whanganui.

2. Landlessness

The spectre of large numbers of landless Maori becoming some sort of burden on the State began to haunt governments in the 1890s and into the early 1900s. This led to a variety of responses, such as the almost complete cessation of Crown land purchasing for a few years in the late 1890s, and even a brief period in the early 1900s when private land purchasing was barred in favour of leasing. The relief was short-lived but concern for the wider impacts of Maori landlessness did result in requirements under the Native Land Act 1909 for purchasers of Maori land to establish to the satisfaction of the local Land Board that the transaction would not render the owners landless. For a brief period, if the result was landlessness to the vendors then the alienation would be declined by the Board. The extent of landlessness among Maori soon meant that the definition of landlessness was softened in 1913 to permit Maori alienors to be rendered landless.

The extent of landlessness among Muaupoko is indicated by the number of alienations which left a vendor landless or what is referred to as 'effectively landless' (having too little land to support themselves). Some of these transactions were refused, at least at first, as set out below. The nature of the landlessness provisions in the 1909 Act and the Board's requirements for purchasers (and lessees) to show the landholdings of the vendors was very much focused on the situation of each individual owner. The fate of the wider community of owners (notably their whanau), is not referred to in the individualistic data. More general evidence of landlessness emerges from other sources, such as the 1906 report of the Census Sub-enumerator for Horowhenua, who observed that the "great misfortune" of local Maori was to "have so little land on which to subsist, a very large proportion of them having no land whatever." As a result their plantations were "very small," with many growing crops on areas as small as quarter of an acre. Younger men among the whanau of these Muaupoko land owners had to find work in flax mills, on dairy farms, and in other "European employment," without which their families "would fare badly this winter."[213]

[213] Sub-enumerator, Horowhenua, to Enumerator, Wellington, 22 April 1906. MA 23/13/18. Archives NZ. Cited in Wai 2200 #A219, p.106.

2.1 Alienations Deferred by Landlessness

A few alienations were declined by the Maori Land Board because they would render the owners landless and were thus not in their best interests. In some instances, the Board's refusal merely delayed rather than halted the alienation.

The alienation of **Horowhenua 11B33** (six acres) involved the confirmation of a purchase followed by the partial rescinding of this confirmation when it was learned it would leave some vendors landless. When the purchase was completed a few years later through the purchase of the interests of these remaining vendors, it was approved regardless of them being thus rendered landless. When the Levin farmer Lawrence McDonald applied to the Maori Land Board to confirm his 1914 purchase of Horowhenua 11B33 (six acres) for £124, the Board initially agreed but then partially rescinded its approval because the five recently appointed successors to Hopa Heremaia (who together held just under two and a half acres of the title) were landless. Even so, the separate purchase of the undivided interests of the other owner, Parahi Reihana, who held about three and a half acres was confirmed in 1914.[214]

In 1923, the remaining interests in Horowhenua 11B33 were acquired by Lucy Park, wife of the prominent Levin solicitor and land-dealer Stewart Park who had acted for McDonald in the 1914 purchase. The value of the full six acres had increased to £164, so Park paid £70 for the remaining interests, which were equal to just under two and a half acres and were then held by six owners (the number having increased since 1914 through succession). Before confirming the purchase, the Board did observe that: "Vendors seem to be landless," but "as interest is small this will be confirmed."[215] The interest in 1923 was the same size as it had been in 1914, so the only thing that had changed seems to be the Board's attitude to landlessness.

Horowhenua 11B36 Section 1D (25 acres) is another example of an 'on again/off again' purchase that was refused by the Board on two different grounds (including landlessness) before being later confirmed without regard for its impact on landless vendors. When J. McDonald first applied to purchase the title from the sole owner Warena Kerehi (or Kereihi) for the minimum price (Government Valuation) in 1911 this was refused because the land had been vested in the Board (since 1904).[216] The land (or, rather, 21 acres of it) was leased to Thomas Gregory of

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214 Alienation file 3/8659. MLC, Whanganui.
215 Alienation file 3/8659. MLC, Whanganui.
216 Alienation file 3/8904. MLC, Whanganui.

Wellington in 1905. In 1906, McDonald applied to the Board to buy the lease from Gregory for £70 (which appears to have been approved).[217]

In 1914, McDonald tried instead to purchase the four acres of the block that was not included in his lease, offering Warena the minimum price (the Government Valuation of £90). The schedule of other lands held by Warena (supplied by McDonald's solicitor) included small interests in seven other Horowhenua titles, as well as an interest equal to 50 acres in the Waiau Landless Natives reserve (set aside for landless Maori of Te Waipounamu).[218] In other words, Warena had already been found to be landless and as a result had been allocated some of the worthless Crown land in deepest Southland that was somehow deemed suitable for landless Maori (and which did nothing to relieve their landlessness).

The Board took evidence from Warena who told it he wished to sell "to pay debt and put a fence round my house." His debts comprised tradesman's accounts but "I have no money to pay these," although his lease to McDonald was bringing in about £1 a week in rent. He had already sold other land to the large landowner Ryder, using the proceeds from that to build his house in Levin (on which he did not owe any money). In January 1915, the Board refused to confirm the purchase "as the vendor will not have sufficient land left for his adequate maintenance," noting he had a family of three to support.[219] The Board's rigour seems to have been lacking when the earlier purchase of Warena's other interests by Ryder was approved.

The four acres in question was instead leased to Rupert Carvosso, a Levin law clerk, in 1916 at an annual rental of £6 2s. The law firm involved appears to have been simply holding the lease for a client, and it was later transferred to the Levin farmer Percy Moxham. The rent was based on the 1915 Government Valuation of £122, an increase of nearly 40 percent on the 1914 valuation of £90 on which McDonald's offer was based.[220] This provides a clear illustration of the benefits of the Board ensuring that Warena Kerehi retained his land under lease, rather than having it purchased for the relief of short-term debt.

The initial refusal to confirm the alienation of the lands of Warena Kerehi was not long maintained. In 1922, the Board confirmed the purchase of **Horowhenua 3D1 Section 10** (half an acre) from Warena Kerehi and Heremaia Kita by George Roe at the minimum price (being the Government Valuation of £50). Warena held two-thirds of the interests and thus received £33 6s. 8d. of the proceeds. The application was prepared by Park & Adams, who described Roe

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217 Alienation file 3/8904. MLC, Whanganui.
218 Alienation file 3/8904. MLC, Whanganui.
219 Alienation file 3/8904. MLC, Whanganui.
220 Alienation file 3/8904. MLC, Whanganui.

as a farmer, but when he purchased the nearby Horowhenua 3D1 Section 7 in the same year he was more correctly described as an accountant.

The schedule of other lands held by the two vendors (prepared by Park & Adams) did not refer to Warena's interests in the Waiau Landless Natives Reserve, which might have reminded the Board that he was in fact landless. The Board should have realised this anyway, as the schedule of other lands listed Warena as one of the owners of Horowhenua 11B41 North D2A (355 acres) without clarifying the smallness of his interest. His other holdings were referred to merely as "many other small interests." This should have alerted the Board to his effective landlessness, not to mention its existing knowledge of that fact (as set out above), but the purchase was simply confirmed without comment. The other holdings of Heremaia Kita were also minimal, being fractional shares in three blocks that indicated he too may have been landless.[221] As set out below, his plight was not eased when the Board later confirmed the purchase of what remained of his meagre land holdings.

The landlessness of Warena Kerehi failed to hinder the purchase of part of another block in which he was an owner, **Horowhenua 11B41 North B3 Section 2** (83 acres). As noted below, the Board confirmed a lease of the land in 1916, despite all three owners being as landless as Warena Kerehi. In 1929, the local farmer Norman Vickers applied (through Park & Adams) to purchase the 19 acres of the block lying on the western side of Moutere Road (which split the block) for the minimum price of £225 (being the Government Valuation). The valuer told Park & Adams there was "a large sand drift" on the western side of the land "which is a serious menace, and if steps are not taken to check this it may overrun all the flat land" on Section 2. In view of this "possibility," he had "discounted the value somewhat."[222] The Board noted that the three vendors were "mostly landless" – a vague term not in keeping with statute – before confirming the purchase. It referred to the need to plant lupin and grass on the drifting sand, noting this would "improve" the unsold balance of the land.[223] If this was supposed to be a basis for confirming the purchase it should be noted that such improvements could have been effected and protected under lease.

After the indebted Warena Kerehi died in Palmerston North hospital in 1931, the four acres he had retained in **Horowhenua 11B36 Section 1D** was immediately purchased with the Board's approval. He left six successors (four of whom were minors) but it was arranged that his interests in this title be succeeded to by only the two adult successors, his sons Pirihira Warena and

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221 Alienation file 3/8587. MLC, Whanganui.
222 Valuer Allen, Valuation Department, to Park & Adams, Levin, 7 October 1929. Alienation file 3/8919. MLC, Whanganui.
223 Alienation file 3/8919. MLC, Whanganui.

Himiona Warena. This was to facilitate the purchase of the four acres of this block by the lessee Moxham for the ever-increasing Government Valuation of £190. The reason for the purchase was to clear the £118 of debts Warena Kerehi and Himiona Warena had built up with nine creditors (including a local doctor), plus £6 owing to the solicitors Park & Adams for their services even though they were acting for Moxham, not for the vendors.[224]

Park & Adams did not supply a schedule of other lands held by Pirihira and Himiona Warena, which may be why the Board took evidence from them in August 1931, asking them "to show that they are not landless," given that their father had been. Himiona testified, "I get lands from my mother," but was not asked to further specify what those lands were. The more important factor in the purchase was, as he went on to say, "I owe money. My father owed money… I desire to pay his debts." The Board then confirmed the purchase, provided the proceeds were paid through it to enable the debts, legal fees, and succession duty to be deducted before the balance was paid to Warena's successors.[225]

The landlessness of Heremaia Kita (who was a joint owner with Warena Kerehi in Horowhenua 3D1 Section 10, as noted above) did not prevent one of his most valuable interests being purchased in 1920. The purchase of **Horowhenua 11B41 North A1D** (89 acres) from Heremaia Kita and Ngapera Potaka by Minna Best (wife of T. H. Best of Levin) for £667 10s. in 1920 was confirmed despite it leaving Heremaia effectively landless and despite the Board having refused to confirm the purchase in 1914, due to concerns about landlessness and the Board's support for the benefits of retaining land.[226]

In 1914, the block was owned by Enaiki Te Whata who had leased it to Minna Best. When the farmer Leslie McDonald applied to buy the land for £532 in 1914 the Board refused to confirm the purchase partly on the basis that "the vendor has not much other lands," and partly on the basis that it was "much more beneficial" for him to maintain the lease and get five percent on the land's value in rent than to earn a similar return on the purchase money. Yet in 1920 the Board did not apply its logic to Best's purchase of the same land (still under lease) from Heremaia Kita and Ngapera Potaka, despite Heremaia having rather less land than Enaiki Te Whata.[227]

A similar situation arose in the piecemeal purchasing and partitioning of **Horowhenua 11B41 North A2B2B** (156 acres) in the late 1920s, except that the Board's rejection of the purchase of an undivided individual interest on the grounds of landlessness stood and the land remains Maori

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224 Alienation file 3/8904. MLC, Whanganui.
225 Alienation file 3/8904. MLC, Whanganui.
226 Alienation file 3/8537. MLC, Whanganui.
227 Alienation file 3/8537. MLC, Whanganui.

land today. The parent title (Horowhenua 11B41 North A2 of 349 acres) was leased by James Cameron in 1910 for 30 years at an annual rental of 10s. per acre (about £175). Before looking at the issue of landlessness among the land's owners, the pattern of purchase and partition affecting this block is set out briefly here as it is illustrative of the wider processes used to acquire undivided individual interests in a piecemeal fashion:[228]

Title	Year of Title	Area (acres)	Partition	Year	Area (acres)	Status
A2	1910	349	A2A	1911	106	Purchased
			A2B	1911	243	Maori land
A2B	1911	243	A2B1	1925	57	Purchased
			A2B2	1925	186	Maori land
A2B2	1925	186	A2B2A	1927	30	Purchased
			A2B2B	1927	156	Maori land
A2B2B	1927	156	A2B2B1	1927	32	Maori land
			A2B2B2	1927	124	Maori land
A2B2B2	1927	124	A2B2B2A	1928	32	Purchased
			A2B2B2B	1928	91	Maori land

The only hiccup in this pattern of purchase and partition occurred in 1927 when the Board refused to confirm the purchase by Lucy Park of the interests of one owner (Ani Matakatea) in A2B2B (156 acres). Ani's interests were equal to 32 acres for which the minimum price of £453 was offered (based on the Government Valuation of A2B2B). The schedule of other lands owned by Ani supplied to the Board listed ownership of two very small blocks (amounting to 19 acres) in Te Rohe Potae and fractional interests in other titles in that district. These holdings meant she was effectively landless and, in refusing to confirm the purchase, the Board observed of Ani:

> This native seems to be landless. This land is under lease with 13 years yet to run. Lease is deemed to be better for the Native than a sale.[229]

Later in 1927, the interests of Ani Matakatea were partitioned out as Horowhenua 11B41 North A2B2B1 (32 acres), which remains in Maori ownership, as does A2B2B2B (91 acres). As a result 123 acres out of the 349 acres in the A2 title awarded in 1910 remain Maori land today.

By way of postscript it can be noted that the Board's actions protected the interests of Ani Matakatea but the predatory Parks simply turned their attention to the interests of four other owners, which were then targeted and purchased in 1928 on the same terms (32 acres for £453). The interests of the four minors (Hinga, Hoani, Rangipaiwhenua, and Ngahina Te Ahu) were

[228] Wai 2200 #A161, pp.202-204.
[229] Alienation file 3/9364. MLC, Whanganui.

sold on their behalf by the Native Trustee, a transaction confirmed by the Board the day after these interests were partitioned out as **Horowhenua 11B41 North A2B2B2A** (32 acres). Neither the file nor the Board's confirmation documentation refers to what other lands these children held.[230]

The purchase of a related title, **Horowhenua 11B41 North A2B1** (57 acres), from its two owners (Tuku Wiremu Matakatea and Marokopa Wiremu Matakatea) by Thomas Bevan for £750 in 1925 proceeded even though the vendors were rendered landless by it. No other owners in the parent block (Horowhenua 11B41 North A2B of 243 acres) appeared to be willing to sell, so the purchase was deferred until the interests of the two vendors were partitioned out as A2B1. No meeting of owners was held to consider the purchase but, in any case, the partition process enabled a purchaser to get around any collective opposition and acquire undivided individual interests. In January 1926, the Board approved the purchase despite observing that "the vendors have no other lands." Rather than preserving the lands for the long term, it preferred to preserve the purchase proceeds in the medium term. As a result, the proceeds were retained by the Board to be doled out to the vendors over the next few years as it saw fit (see 'Paternalism' topic below).[231]

Occasionally, the Board appeared to refuse to confirm a transaction on the grounds of landlessness and the land would remain Maori land for several decades. This was the case with **Horowhenua 11B41 South N2** (153 acres), which Thomas Hannan sought to purchase from its seven of its 10 owners in 1915. The Board was not satisfied with the paperwork filed by Hannan's solicitor (J. Merton of Levin), not least because the deed signed by the vendors failed to include the price to be paid and it wanted this "closely scrutinised." Second, the information about the other lands held by the vendors was poor, leading the Board to observe: "It must first be shown by sworn evidence that the vendors have sufficient other native lands left for their adequate maintenance" (emphasis in original).[232]

The application was adjourned for several months and even after evidence was heard about the signing of a deed with no price, it was adjourned again for further evidence from other vendors. When Hannan could produce neither the vendors nor evidence as to landlessness for the Board, it advised him to abandon the purchase and to instead "take a 21 years lease with a compensation clause." There were not many, if any, compensation clauses in Horowhenua leases at the time, as such clauses often forced owners to take out a further lease at the end of the first term at a discounted rent. This was a result of the rents being insufficient to provide for the sinking fund

230 Alienation file 3/8822. MLC, Whanganui.
231 Alienation file 3/8735. MLC, Whanganui.
232 Alienation file 3/9410. MLC, Whanganui.

needed to pay for improvements, if the Board even established such a fund. Alternatively, the land would be sold to pay for the improvements. These factors may have been why the Board made this unusual recommendation to Hannan, as it would strengthen his hand in a renewal of the lease or in the purchase of the block. He immediately applied for just such a lease and his application was confirmed without anything further being said about the landlessness (or otherwise) of the vendors.[233]

The result was that Hannan was able to maintain a lease of the block long after the first term ended in 1936, remaining in occupation as lessee until he purchased the land in 1962.[234] It can be noted here that an alternative to requiring owners to pay compensation for improvements to the lessee at the end of the term was to specify that when the rent was reviewed during the lease (usually after 10 years), it would then be equal to five percent of Government Valuation but excluding the value of improvements effected by the lessee.[235] In this instance, such an option was not exercised by the Board.

The proposed purchase of **Horowhenua Part 3E2 Section 2** (93 acres) from its 10 owners by the large land-owner Ernest Ryder for £3,930 in 1950 was refused by the Board because it would render most of the owners landless. That was after the issue of price was resolved when Ryder's offer was increased to £6,000, following a report from a Maori Affairs Field Supervisor who suggested a value of £6,297 but considered that if tenders were called an even higher price would be obtained.[236] This shows the peril of relying on Government valuations that can be quickly rendered out of date by rising land prices.

Ryder's solicitors, Park & Bertram (who were very experienced in Maori land dealings), sought to disguise the extent of landlessness among the owners and minimise its significance. The first technique involved listing the same 'other lands' for each owner (as many of the owners held fractional interests in the same titles), but the listing simply gave the total area of the title not the actual and considerably smaller area of each owner's shareholding.[237]

The second tactic was to minimise landlessness by showing the owners to be absentees who had adequate means of support other than the land being purchased. Park & Bertram went into great detail on this front, writing of the owners:

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233 Alienation file 3/9410. MLC, Whanganui.
234 Alienation file 3/9410. MLC, Whanganui.
235 An example is Horowhenua 11B41 North A1A (745 acres), with a 1914 lease including this provision (Alienation file 3/8947. MLC, Whanganui).
236 Field Supervisor report, 26 July 1950, and Park & Bertram, Levin, to Maori Land Board, 4 August 1950. Alienation file 3/9232. MLC, Whanganui.
237 Park & Bertram, Levin, to Maori Land Board, Wellington, 30 June 1950. Alienation file 3/9232. MLC, Whanganui.

> Wiari Pene Tikara had lived at Ohakune ("where he owns his own home") for many years, working for the Public Works Department. The solicitors asserted – on what basis was not revealed – that he "has no intention of ever shifting his home to Levin."
>
> Hera Tikara, had lived "for many years" at Homewood (a Ngati Kahungunu community at Okautete, on the east coast of Wairarapa) and she and her children supposedly "have no wish to come over to Levin."
>
> Kopuarangi Heremaia had lived "for many years" at Havelock.
>
> Rawiri Tamatea had lived "for many years at Ohakune, where he is in regular employment with a sawmill."
>
> Riria Roore had lived "for a number of years" at Opiki where she was "in regular employment in market gardens," although given the seasonal and casual nature of that work, calling it 'regular employment' is somewhat euphemistic.
>
> Ropata Roore, Mere Roore, and Karaitiana Roore also lived at Opiki and were in "regular employment" in the market gardens there.
>
> Mei Roore didn't work in the market gardens; she had married the local market gardener Wong Wong.
>
> Ngatoto Roore had also married a market gardener (Lee Phun Tia), moving with him to Mangere and being "well supported by him."[238]

It was somewhat presumptuous to assume that absence from Horowhenua for a vaguely expressed "number of years" (or even "many years") amounted to a loss of connection to (or interest in) the land. Nor could the solicitors assume that neither the owners nor their descendants would never want to return to their land, just because they had found labouring work in other districts for a time. Finally, there was no evidence to back up their assertions and assumptions about what impact pending landlessness might have on each of the owners.

Just how presumptuous the solicitors were was soon clear: a few years later Hera Tikara wanted to return to her Horowhenua home. As a result she excluded five acres of Horowhenua 3E2 Section 2A (29 acres) from a 1954 lease of the land (the parent block having been partitioned in 1951), as she was to build a house on the land.[239]

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[238] Park & Bertram, Levin, to Maori Land Board, Wellington, 30 June 1950. Alienation file 3/9232. MLC, Whanganui.

[239] Harper Thomson & Hamilton Jones to Registrar, 18 February 1960. Alienation file 3/9523. MLC, Whanganui. Tragically for Hera, just as the house was nearing completion (after she and her husband had moved in) it was destroyed by fire. She then fell seriously ill and did not finally return to Levin.

The Board saw through the prevarications of Park & Bertram, and informed them that the matter was considered "very carefully," but:

> the decision is that out of ten owners, eight of them would have become practically landless, consequently the transaction is not in their best interests.[240]

The landlessness of the owners of Horowhenua 3E2 Section 2 was thus prevented, for now. In 1951 the title was partitioned into Section 2A (29 acres), 2B (31 acres), and 2C (32 acres). Horowhenua 3E2 Section 2A was leased by the sole owner, Hera Tikara, to the Levin farmer Ernest Gollis in 1954 at an annual rental of £224, excluding the five acres she set aside for her occupation. In 1972, the Crown took the block under the Public Works Act for the expansion of the Horticulture Research Centre.[241] Only Horowhenua 3E2 Section 2B remains Maori land.

2.2 Leasing and Landlessness

That leasing could render owners landless appears counter-intuitive, because the leased land remained in their ownership. In this context, what officials meant by 'landless' was that the owners retained insufficient other lands for their support. In many cases, the rental income from the leased land was insufficient to support owners so other lands remained a relevant consideration. Despite this, no example of a lease being refused due to the landlessness of the lessors has been identified.

One example of 'landless landlords' concerns Warena Kerehi, whose early landlessness was noted above in relation to the Board refusing one purchase of his interests in 1915 due to his landlessness but despite this it confirmed other purchases of his minimal land holdings before and after this refusal. Warena was also an owner in **Horowhenua 11B41 North B3 Section 2** (83 acres). The landlessness of Warena and his fellow owners, Mohi Rakuraku and Tapita Himiona, emerged when the block was leased to the local farmer, Lindsay McDonald, in 1916 at the minimum annual rental of £47 (being five percent of the Government Valuation of £938). The Board was already aware that Warena was landless, and it was soon evident that so too was Mohi, who told the Board in March 1917 that he (like Warena) was included in the Landless Natives Reserve at Waiau. Tapita told the Board: "The only other interests I have are small," and brought in an annual rental income of £3, as well as an unclear but small income from interests he seemed only vaguely aware of in "11B41 or 42" (both large and subdivided blocks). Mohi's interests in Horowhenua 11B42 (a large block of sand country of minimal economic value) were

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240 Maori Land Board to Park & Bertram, 13 September 1950. Alienation file 3/9232. MLC, Whanganui.
241 Wai 2200 #A211, p.534.

equal to only 26 acres. His interests in 11B41 North B3 Section 2 (83 acres) amounted to only 8 acres.[242]

Mohi added that the schedule of other lands supplied by McDonald's solicitor – Park & Adams again – was incorrect. Park responded to the Board that, "he did not consider that the schedule of other lands need be exhaustive," but admitted that, other than Mohi's small interest in 11B42, he "did not know of any other lands of the witness." The Board did not correct Park's understanding that there was no need to be too concerned about the schedule of other lands (which had to be supplied with every application for alienation) being accurate. Nor did the knowledge that the schedule was incomplete and the vendor was about to be left landless prevent the Board confirming the lease.[243] As noted above, within a few years part of the land was purchased.

Another example is **Horowhenua 3E1 Section 3B** (2 acres 2 roods 20 perches). When three owners (Kingi Puihi, Ripeka Puihi, and Terina Puihi) leased this section to John Perkins in 1916 at the minimum annual rental of £5, it was evident from Perkins' application to the Maori Land Board that the owners were landless. The only other lands they held were a share equal to 26 acres each in Horowhenua 11B42, a large coastal block of minimal economic utility. The Board confirmed the lease.[244] Kingi was soon in difficulties, being taken to the Levin Magistrate's Court by the merchant P. H. Harper for a debt of £4 3s. (to which was added costs of £1 6s. 6d.)[245]

Landlessness is also evident from the application in 1921 by Charles Bell to lease **Horowhenua 11A6A** (42 acres) from its two owners, Mangu Hanita and Rangi Piripi Kingi (successors to the original owner, Ripeka Puihi) at the minimum annual rental of £75. Bell's solicitors made little effort to comply with the requirement to submit a schedule of other lands available to support the owners. It was simply noted that they both had "an interest" in Horowhenua 3E1 Section 3 and in Horowhenua 11B42. The former block comprised a mere three acres shared with their sibling Terina Puihi, and the latter was a block of rough sandhills incapable of supporting its many owners. The lessees were effectively landless but the lease was confirmed without reference to this fact.[246]

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242 Alienation file 3/8919. MLC, Whanganui.
243 Alienation file 3/8919. MLC, Whanganui.
244 Alienation file 3/9224. MLC, Whanganui.
245 *Horowhenua Chronicle*, 23 July 1926, p.3.
246 Alienation file 3/9329. MLC, Whanganui.

2.3 Early Landlessness

Under the Native Land Act 1913 (s.91) the Board could confirm an alienation that rendered a vendor landless where it appeared that the land was not likely to be a material means of support or if the vendor was "sufficiently provided with a means of livelihood."

An example of the application of the 1913 Act's provision for landlessness is the purchase of the final interests in **Horowhenua 3E3D** (52 acres) from the remaining owner Te Kiniwe Brown by the Gimblett brothers for £160 in 1926. Te Kiniwe's undivided interests were equal to 13 acres; the other interests (equal to 39 acres) having been purchased from other owners in 1898.[247] The block lay inland on both sides of the Ohau River where it is crossed by Poad's Road, with access from the land to the road blocked by the placement of the Borough's "settling tanks" (part of its water supply infrastructure). The solicitor for the Gimbletts advised the Maori Land Board that the quarter-share in Horowhenua 3E3D was the only land owned by Te Kiniwe but that it was land-locked and thus "of very little value" to him. In any case, since about 1914 he had owned a tobacconist and hairdresser's in Bulls, so he had a livelihood that did not rely on his last small land interest. In addition, his wife owned 40 acres of land on which they lived.[248]

Te Kiniwe's solicitor also urged the Board to ignore his client's pending landlessness, alleging he had never seen the land and knew nothing of it, having only received "a few shillings" a year in rent from it until about 1920, but not a penny since. The solicitor concluded "the property is absolutely worthless to our client." He also referred vaguely to Mrs Brown's "property in the Main Trunk [i.e., the King Country]," for which she received rent and royalties from the Tongariro Timber Company.[249]

Mrs Brown's holding meant she too was effectively landless as the western Taupo lands subject to the agreements between the Maori Land Board (for the owners) and the timber company were very rough and of little value. In any case, the company had by then ceased to pay the promised rents and royalties. The Crown later arranged a financial rescue package for the politically-connected directors and shareholders resulting in a massive debt being imposed on the Maori Land Board which in turn was recovered from the owners.[250] Her and her husband's sole land asset was thus transformed by the Crown into a liability.

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247 Alienation file 3/8772. MLC, Whanganui.
248 Harper to Registrar, 13 October 1926. Alienation file 3/8772. MLC, Whanganui.
249 Christensen Standford & Mackay to Harper, 9 October 1926. Alienation file 3/8772. MLC, Whanganui.
250 Waitangi Tribunal, *He Maunga Rongo*, pp.1129-1145.

The Board did not always even bother to rely on the fig leaf of the 1913 Act's provisions to save its blushes when confirming purchases that left vendors landless. For instance, the Board initially deferred confirmation of Lindsay McDonald's 1914 purchase of one-third of the interests in **Horowhenua 11B36 Section 3G2B** (15 acres) for the minimum price of £105 (being the Government Valuation) because it wanted McDonald to show "to the satisfaction of the Board" that the two vendors would not be left landless, having observed they "appear to be landless" and another block in which they had interests was also being purchased. (At the time Section 3G2B was under lease at an annual rental of £15.)[251]

A few months later, and with no new evidence forthcoming about their landlessness, the Board confirmed the purchase, observing that one owner, Paranihia Riwai, "has over £30 a year income, her daughter is wealthy." She was presumably to rely on her daughter's supposed wealth, as £30 was not a generous income. The other owner, Roka Hakopa, had died but her successors had not yet been appointed (so their landlessness had yet to be determined). The Board concluded: "As this area is so small this will be confirmed."[252]

The remaining 10 acres of Section 3G2B did not long remain in the hands of its two owners, Watikena Rauhihi and Kumepo Rauhihi (who succeeded to the original owner Ngahuia Tirae in 1918). In 1920, John Bagrie of Levin purchased this last 10 acres for £600 (Bagrie was the local police constable who the Board sometimes asked to act on its behalf to investigate the bona fides of Maori requests for access to 'their' purchase proceeds). The schedule of other lands held by these two owners that was supplied by Bagrie's solicitor, Blenkhorn, showed them as effectively landless. They shared an interest equal to 42 acres in the unproductive sand country in Horowhenua 11B41 South T (250 acres) and 26 acres in 11B42, along with fractional shares in hilly forested land in Te Rohe Potae blocks (Maraeroa B3B Section 3B2B, Rangitoto Tuhua 29C2H2E, 33C3A, and 36B3B1). The purchase was confirmed without comment on these holdings.[253]

A nearby block, **Horowhenua 11B36 Section 3H2B1** (four acres) was purchased from its sole owner, Hamuera Heremaia, by May Rolston for £200 in 1928 (she being a dummy buyer for her husband, the Levin farmer William Rolston). At first the Board deferred confirmation of the purchase as Hamuera "appears to be landless." No further information was supplied by the Rolston's solicitor (Blenkhorn, again) nor was a schedule of other lands supplied. Hamuera was called to give evidence to the Board, telling it that he was also known as Te One Hopa and presumably had other lands under that name which provided him with a very small income: "I

[251] Alienation file 3/8555. MLC, Whanganui.
[252] Alienation file 3/8555. MLC, Whanganui.
[253] Alienation file 3/8555. MLC, Whanganui.

have rents coming in £30. I just got this land back. It was under lease. I owe debts about £50." He was also unemployed, having recently been "put off" (with other workers) by the Horowhenua County Council. Without further comment the Board confirmed the purchase.[254]

Returning to the Board's comment in 1914 (when approving the purchase of Horowhenua 11B36 Section 3G2B of 15 acres) that, as the title was so small, there was no need to bother ascertaining who among the vendors would be rendered landless, this was not an isolated incident. For instance, in 1927, when the experienced Levin Maori land conveyancer and speculator William Park purchased **Horowhenua 11B41 North B4A1** (2r 21p) for £5 14s. 6d., he asked the Board to waive the requirement to prepare a schedule of other lands held by the two owners (Whakahinga Pere and Hemi Amorangi). This was on the grounds that they lived in Gisborne so it was difficult to ascertain their other land interests, "but owing to the smallness of the area involved" - and the fact that the purchase was merely mopping up the last of the interests in the parent block (Horowhenua 11BN41 North B4A had previously comprised 50 acres) - the purchase was duly approved.[255]

The purchase of **Horowhenua 11B36 Section 2JA** (8 acres) in 1923 was confirmed despite the evident landlessness of the owners. The land was held under a 42-year lease to H. Ostler of Wellington arranged in 1906 at an annual rental of £7, a lease later transferred to William Bell who eventually pursued the freehold. The lease was very disadvantageous for the owners, in that it does not appear that the rent was to be reviewed until after 21 years (in 1927). In any case, by 1923 it was clear the Board's lease represented a very poor bargain for the 12 owners whose land had a Government Valuation of £372. As such, it should have been returning them a minimum annual rental of £18 12s.[256] In 1916, neither the owners nor the Board were even aware of the 1906 lease. As a result both parties agreed to lease the land to Grey Phillips on the more reasonable terms of 21 years at the minimum rental of £16 4s. (being five percent of Government Valuation), with a rent review after 10 years. After the Board convened a meeting of owners at Levin (attended by 7 of the 12 owners) and confirmed the lease, it was left to Phillips to discover that the Board had already leased the land 10 years earlier, so his application was pointless and had to be abandoned.[257]

In 1922, the lessee Bell purchased the interests of those of the 10 owners he could locate (as noted, this was a practice that was later and rightly strongly criticised). All 12 owners were successors to the original owner, Hopa Te Piki, of whom two seem to have left the district

[254] Alienation file 3/8817. MLC, Whanganui.
[255] Alienation file 3/8792. MLC, Whanganui.
[256] Alienation file 3/8663. MLC, Whanganui.
[257] Alienation file 3/8663. MLC, Whanganui.

(including Waata Hone of Little River). Their interests were acquired under separate later deeds, which the Board confirmed in turn. What the Board did not seem to consider was the landlessness of all 12 owners, who all held very similar fractional interests in the same handful of Horowhenua titles. These interests ranged from a mere four perches up to 13 acres (the latter being in the rough land of Horowhenua 11B41 South P (106 acres)).[258] None of the 12 owners could be said to have sufficient land to support themselves (holding between 2 and 25 acres of land of varying quality across numerous titles). The purchase of Section 2JA contributed to their landlessness. This did not prevent the purchase being confirmed.

A similar failure on the part of the Board to detect – much less prevent – landlessness is evident in the acquisition of **Horowhenua 11B36 Section 3F2** (21 acres) in two purchases by the Levin solicitor Charles Blenkhorn in 1921. He held the land under a lease for 14 years from 1913, paying an annual rental of £28. The first purchase in May 1921 secured the interests of six owners (all successors to the original owner, Rora Korako) at the minimum price of £521 15s. (or £40 per acre, equal to Government Valuation). The vendors held interests equal to just over 13 acres, which were defined by partition in August 1921 as **Horowhenua 11B36 Section 3F2A** (13 acres 15 perches).[259]

The remaining interests were defined in **Horowhenua 11B36 Section 3F2B** (8 acres 1 rood, with 12 owners), which Blenkhorn acquired in two further transactions in August 1921 (about six acres representing the interests of eight owners) and December 1921 (about two acres representing the interests of four owners). He paid the same minimum price of about £40 per acre, which equalled £258 for the August purchase and £85 for the December purchase (less about £15 for a survey lien).[260]

The schedule of other lands held by the six vendors of Section 3F2A showed that only two of the six owned any land that was occupied or deemed "suitable for personal occupation": Hine McDonnell (Hine Mahuika) had just one rood in a Manawatu township ('Salisbury') and a section in Levin township, while Tuiti Makitanara owned 30 acres in Horowhenua 11B41 North 4 (presumably a reference to North B4, 387 acres of unproductive sand dunes). The other four owners had no land suitable for occupation. Under the heading of 'other lands' Hine McDonnell had a one-eighth interest in some rough inland Whanganui blocks held in trust which provided her with an annual income of about £30. Tuiti Makitanara had small interests in two Native Reserves in the northern South Island. Two other owners (Kingi Hori Te Pa and Heta Hori Te Pa) held the same minor interests in three Horowhenua 11B41 and 42 North titles amounting to

[258] Alienation file 3/8663. MLC, Whanganui.
[259] Alienation file 3/8575. MLC, Whanganui.
[260] Alienation file 3/8614. MLC, Whanganui.

about 68 acres of unproductive sand dunes. Another owner, Pikihuia Tamati, held an insignificant two acres in Horowhenua 11B41 North B4 and 33 acres in Puketotara 334 & 335 Section 7A.[261] The Board confirmed the purchase of their interests without commenting on the evident landlessness of the vendors.

In the case of Section 3F2B (eight acres) the Board noted of Blenkhorn's December 1921 purchase of the interests of the remaining four owners (holding interests equal to two acres) that landlessness would result. However, as "a good part of block [is] already acquired by the applicant," the purchase could be confirmed under the Native Land Amendment Act 1913 (s.91), which allowed vendors to be rendered landless if the land was not a material means of support.[262] That is, the Board was aware the owners were now landless but as most of the block had already been confirmed for purchase there was apparently nothing to be gained by the owners retaining the last two acres. Had the Board acted sooner to identify landlessness among the owners, it may have been in a position to act but by the end of 1921 it was too late.

The adjoining title, **Horowhenua 11B36 Section 3F4** (5 acres), was also purchased by Blenkhorn, being acquired for £200 in 1920 while he held it under a 1914 lease at an annual rental of £13. The four owners (Koeti (or Hoeti), Ngoro, Merehira, and Hauparoa Tamatea) were whanaunga who had succeeded to the original owner Waata Tamatea. Koeti and Hauparoa Tamatea held the same modest undivided interests in Tutaekara Native Reserve Lot 10 Section 115 (equal to 10 acres in the 50-acre title in northern Wairarapa), a West Coast Settlement Reserve (equal to 72 acres each out of the 1,514-acre block), and Horowhenua 11B South T (4 acres each in a block that was not suitable for occupation). Given the maladministration and perpetual leasing out of the West Coast Settlement Reserves for low rents, this pair of owners could scarcely be said to have adequate lands for their support, but the Board simply noted that this return of other lands had been filed.[263] In addition, Lot 10 of the Tutaekara Native Reserve was then leased out by another Maori Land Board for the paltry annual rent of £1, and was thus providing no support to the Tamatea whanau. In any case, the lessee purchased the interests of Koeti Tamatea in 1921, aggravating his existing landlessness.[264]

The Board again made use of the provision in the 1913 Act (s.91) to allow Maori vendors be rendered landless through the purchase of undivided individual interests in **Horowhenua 11B41 North D2** (413 acres). The interests of nine landless owners (Mare Muruahi, Tiripa Muruahi, Keke Taueki, Tame Taueki, Hema Taueki, Hurihanganui Taueki, Rihi Keneriki, Mere Keneriki,

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261 Alienation file 3/8575. MLC, Whanganui.
262 Alienation file 3/8614. MLC, Whanganui.
263 Alienation file 3/8541. MLC, Whanganui.
264 Wai 863 #A23, pp.128-129.

and Tiemi Keneriki) equal to 24 acres were purchased by Samuel Cooper (then a sub-lessee of the land) in 1922 for £204.[265] In a closely-related purchase, the Levin solicitor Stewart Park acquired the undivided individual interests of two owners in the block, equal to 29 acres (paying £125) in 1918, shortly before the lease was transferred from the original lessee (Flora McDonald) to Park. He soon sub-let the entire block to Cooper, the 1922 purchaser noted above.[266]

Landlessness had also arisen from Park's 1918 purchase of the 29 acres of undivided individual interests held by Mare Muruahi and Heremaia Taare Porotene (Broughton). It had earlier been noted that Heremaia Taare Porotene had no lands other than these interests equal to 24 acres that were being purchased. The solicitors who supplied the schedule of other lands held by the owners simply noted that he "earns his living by manual labour – no other lands." This did not hinder Park's purchase, which the Board confirmed without comment on landlessness.[267]

In 1928 the Board confirmed the purchase of the undivided individual interests of Heremaia Kita in Horowhenua 11B41 North A1E2 (233 acres) without reference to the other eight owners and without calling a meeting of owners to consider the purchase, none of whose interests were purchased until decades later. In order to complete this individual purchase Heremaia had to apply to the Native Land Court to partition out his interests which were defined as **Horowhenua 11B41 North A1E2A** (11 acres), which were being purchased by Mairua Farm Ltd for £109. As noted earlier, Heremaia Kita had been identified by the Board as landless as early as 1922 during the purchase of Horowhenua 3D1 Section 10 from he and the landless Warena Kerehi (see above). The purchaser's solicitors (Park & Adams) lodged a schedule of other lands that revealed how little land he retained, being 25 acres in Horowhenua 11B41 South I2 (155 acres) and 15 acres in five other Horowhenua 11B titles that were vested in the Board for leasing and returned an annual rental income of about £30 to Heremaia. Being aware this amounted to landlessness, the solicitors opined on the schedule: "This man lives in his own house, Beach Road. He is also capable of earning his living."[268] Not that he was earning a living, but was deemed 'capable' of doing so. The Board made neither comment nor inquiry on the circumstances of Heremaia before confirming a purchase that left him landless.

2.4 Later Landlessness

Landlessness continued to arise later in the century, after World War Two, even as the rapid growth in the Maori population aggravated the effects of a steadily shrinking land base. As before, vendors were left effectively landless but alienations were still confirmed. In the case of

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265 Alienation file 3/8625. MLC, Whanganui.
266 Alienation file 3/8625. MLC, Whanganui.
267 Alienation file 3/8625. MLC, Whanganui.
268 Alienation file 3/8828. MLC, Whanganui.

Horowhenua 3C3B (105 acres) and **Horowhenua 3C3F** (35 acres), Woosnan Scantlebury's purchase from Wirihana Tete in 1948 for £140 seems to have been approved because Wirihana wanted the money to contribute to the university studies of his son, Maurice William Tete. Maurice had begun his engineering studies in 1945, when his father was still serving in the Royal New Zealand Air Force. After the war, Wirihana worked for the Railways but his wage of about £500 a year was not enough to cover his son's expenses (including board) of £250 a year.[269]

Wirihana's plight was not helped by the heavy rates debt that the Horowhenua County Council sought to claim when advised by the Board of the transaction. Charging orders from the years 1930–1932 were referred to as well as rates arrears of £14 8s. 4d. owing for the period 1947–1949 (which included the adjoining 33CE and 3C3G blocks too). The County later claimed all arrears dating back to 1930, a total of £77 6s. (although, given the passage of time, it is unclear how much of this total could have been legitimately claimed, except where there were charging orders).[270] This represents more than half the value of the block.

In any case, the sale of the two Horowhenua titles for £140 would not keep Maurice at university for long, but it was considered a good enough motive for the purchase to be confirmed by the Board in 1949. The loss of Horowhenua 3C3B and 3C3F left Wirihana, an absentee owner who lived at Turakina, with insufficient land: he held only a share equal to 32 acres in Ruatangata 1E1C (near Whangaehu) and a share equal to 15 acres in Ohotu 1C2 (a rough inland Whanganui block now owned by Atihau Whanganui Incorporation).[271] The son would thus succeed to the landlessness of the father.

The outcome was very similar when Scantlebury purchased the adjoining **Horowhenua 3C3E** (140 acres) from its nine owners (Hauparoa Hiroti and eight others) for £140 in 1948. As with the adjoining titles noted above, Horowhenua 3C3E was charged with a heavy rates burden of £18 11s. 8d., dating back to 1930.[272] Like Wirihana Tete, these nine owners had Whanganui connections and all shared the same small land interests in Ruatangata 1E1A (116 acres) and a Turakina township section (2 acres).[273] These titles were shared with other owners. In other words, the loss of their Horowhenua lands left them landless and without sufficient lands for their support.

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269 Treadwell Gordon & Treadwell, Whanganui, to Maori Land Board, Wellington, 20 July 1949. Alienation file 3/9120. MLC, Whanganui.
270 Horowhenua County Council to Maori Land Board, 14 April 1949. Alienation file 3/9120. MLC, Whanganui.
271 Schedule of other lands, n.d. Alienation file 3/9120. MLC, Whanganui.
272 Horowhenua County Council to Maori Land Board, Wellington, 4 August 1949. Alienation file 3/9119. MLC, Whanganui.
273 Schedule of other lands, n.d. Alienation file 3/9119. MLC, Whanganui.

The two owners of the adjoining **Horowhenua 3C3G** (70 acres) were also left landless when the land was sold to Scantlebury for £70 in 1948. Te Aoparoa Hiroti and Rekirau Hiroti were owners in Ruatangata 1E1A and the Turakina township section, which they shared with the nine owners of 3C3E noted above.[274]

The remaining section of Horowhenua 3C3 (being **Horowhenua 3C3D** of 140 acres) was also sold to Scantlebury in 1948 at the same price of £1 per acre, but the file does not contain a schedule of other lands held by the owners so it cannot be certain that they too were left landless, although this seems likely as they too lived in the Whanganui district and would have been whanaunga to the other owners who lived at Turakina.[275]

2.5 Landlessness After 1953

The Maori Land Boards were disestablished by the Maori Land Amendment Act 1952 (s.3), leaving the Maori Trustee to take over the role of the Boards in the administrative task of confirming the purchase of Maori land (s.4). However, there was no longer any need to pay even lip service to whether any such purchase would render vendors landless. Despite there no longer being a need to assess, much less prevent, landlessness, the forms to be filled out for the purchase of Maori land endured. The form-filling included a schedule of other lands held by the Maori alienors. For a few years, purchasers (or, more usually their solicitors) who were accustomed to the Board's streamlined system for alienating Maori land continued to submit these forms to the Court with their applications for confirmation.

Even though landlessness was no longer even the minor hindrance to confirmation of alienation that it had been before 1953, the solicitors acting for purchasers thought it best to make some pre-emptive comment on the issue to the Court when it affected the vendors. For instance, when Lester Baker purchased **Horowhenua A3C** (a section of 1 rood 24 perches) for $3,500 in 1967, his solicitors submitted what was (before 1959) the standard schedule of other lands held by the vendors (six members of the Taueki whanau, the title being part of the Taueki Consolidation Scheme). The firm involved, Park Cullinane & Turnbull, had a very long experience in Maori land purchasing. Rather than fill out the schedule, it noted:

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[274] Schedule of other lands, n.d. Alienation file 3/9118. MLC, Whanganui.
[275] See Meeting of Owners, Whanganui, 23 March 1949. Alienation file 3/9107. MLC, Whanganui.

> These persons have miscellaneous small interests in various lands in the Levin district, but I have not been able to locate any interests of any single owner of worth agriculturally.[276]

Whether their few other lands could be farmed or not had little bearing on whether they would be landless or not. The implication seems to have been that the owners had so little other land left, the loss of Horowhenua A3C was of little import. This was an attitude that had been evident decades earlier (as noted above).

There was also an element of racism involved, with the solicitors objecting to the price Baker had to pay for the land (he having offered only £1,100 in 1966, equal to $2,200 after decimalisation in 1967). The solicitors claimed it was too high because the Taueki whanau occupied the "unkempt" land next door, arguing these factors had a "detrimental effect on price not factored in by the valuer."[277] The minimum price of $3,500 was fixed by a Special Government Valuation and had to be paid, regardless of what the solicitors thought of Baker's neighbours.

As before, landlessness after 1953 could arise in a piecemeal fashion through the purchase of undivided individual interests; a process that avoided the need for a meeting of owners to consider the purchase offer. After some interests in **Horowhenua A1A** (58 acres) and **Horowhenua A1B** (44 acres) were purchased by the lessee, George Lee, between 1954 and the early 1960s, it was realised this would leave the owners landless. The owners in these adjoining blocks were all of the Taueki whanau and an official reported: "There are no other large blocks in which these persons have interests."[278] Lee's solicitor later referred in Court to what he saw as "eleven scattered owners."[279]

The purchasing began in 1954, when Lee acquired the interests of Hema Taueki in both blocks (these being equal to 14 acres) for £1,250. Hema needed the money to clear debts, including a Maori housing scheme mortgage of £477 on his house in Carterton (his daughter - "Mrs Tom McGregor" - and her whanau were to remain in the house following the recent death of Hema's wife Katerina). Hema wanted to return to Pariri pa and the remaining funds were to enable him to renovate a house there.[280]

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[276] Park Cullinane & Turnbull, Levin, to Registrar, 22 August 1967. Alienation file 3/10091. MLC, Whanganui.
[277] Park Cullinane & Turnbull, Levin, to Registrar, 22 August 1967. Alienation file 3/10091. MLC, Whanganui.
[278] Alienation file 3/9100. MLC, Whanganui.
[279] Otaki MB 72, p.324 (21 July 1966). Alienation file 3/9099. MLC, Whanganui.
[280] Alienation file 3/9100. MLC, Whanganui.

The purchase of Hema Taueki's interests meant that Lee's annual rent was reduced from £133 to £97. In 1961, Lee purchased more individual interests in both blocks (equal to 44 acres) for £3,750, followed in 1962 by the purchase of other interests (equal to 19 acres) for £1,530.[281] By this time, all of Horowhenua A1A had been acquired, and just over half of A1B remained. The last piece of Horowhenua A1B (25 acres) was purchased by Lee in 1966. His application for confirmation of the purchase was accompanied by a schedule of other lands the owners held, but he did not even fill it out; merely noting, "I have not been able to locate any other interests of any significance." The purchase was duly confirmed.[282]

The piecemeal purchasing of undivided individual interests remained the preference of purchasers, even when they were aware that the Maori Land Court had a "dislike" for this strategy (which avoided calling a meeting of owners to allow them to collectively consider the fate of their land). This became evident when the interests of landless owners in **Horowhenua 11B41 South H2A** (138 acres) were purchased by Richard de Gruchy in 1965. He had leased the block since 1956, which adjoined on two sides freehold land he also owned. He purchased the interests of six of the Hurinui siblings (David Rewi, Noel Kingi, Cecelia, Pio, Agnes, and Eileen) equal to 6,444 shares out of the 22,093 shares in the title. The purchase was confirmed by the Court even though de Gruchy's solicitor (the eternal Park) had not even bothered to fill out the schedule of other lands owned by them and filed with the application for confirmation. Park simply noted on the form:

> The vendors have miscellaneous small interests in various parcels of land in the Levin district and none in other districts. With successions, exchanges, and sales it would be extremely difficult to compile a reliable schedule.[283]

It was scarcely worth the bother to compile accurate information regarding other lands held by vendors, given that landlessness was no longer a concern for those responsible for processing alienations of Maori land.

The purchasing of undivided individual interests in Horowhenua 11B41 South H2A continued in 1966, when de Gruchy purchased the interests of a larger owner Pahau Wirihana (7,364 shares) in 1966. The schedule of other lands held by him consisted of about a one-third share in Horowhenua 11B41 North B4B2, which the solicitor incorrectly described as comprising 333 acres. In fact, it was B4B that comprised 333 acres, but it had been partitioned in 1963 into B4B1 (119 acres) and B4B2 (214 acres). Pahau clarified the position in Court in 1966, saying he was an

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281 Alienation file 3/9100. MLC, Whanganui.
282 Alienation file 3/9099. MLC, Whanganui.
283 Alienation file 3/9611. MLC, Whanganui.

owner in the land leased for the Levin golf course (B4B1) and received between £150 and £200 each year in rent from that lease. However, all this went to pay off his State Advances house loan and the only other land he held was the interest de Gruchy was purchasing. Despite this, the Court confirmed the purchase to assuage Pahau's short-term financial plight, leaving him landless in the longer term.[284] His landlessness was more of a medium-term issue; arising when the Levin Golf Club was enabled to purchase the freehold of its leasehold land in 1968, completing the landlessness of Pahau Wirihana.[285]

A similarly lax approach to filling out the schedule of other lands, to clarify the extent to which the vendors were landless (or would be rendered so) is evident in the purchasing of the undivided individual interests of six owners (holding half the title) in **Horowhenua 11B41 South I2A2** (81 acres) by the large Levin landowner, Peter Everton in 1960. The schedule of other lands owned by the vendors that he submitted simply noted: "None known." This was no hindrance to the confirmation of the purchase.[286]

One of the "Horowhenua Pa" blocks, **Horowhenua 11B18** (16 acres), was also lost to its owners through the piecemeal purchase of undivided interests in the late 1960s for $1,333.[287] In 1967 the large local landowner, Peter Everton (Lakeview Farm Ltd), acquired the interests of two more owners (Noel Kingi Hurinui and Tinia Hori Te Pa), which increased his share-holding in the title to five-sixths (the interests of five other owners having been recently acquired). Everton's solicitors made no effort to fill out the schedule of other lands held by the eight owners, simply noting of the eight owners:

> As the value of several interests in Horowhenua 11B18 are very small an extensive search into other lands owned by the alienors has not been made. Mrs Ruru and Pahau Wirihana had valuable other lands but the other lands in which the other persons have shares are trivial.[288]

The assertion that Rangi Haruru Ruru held "valuable other lands" was not backed by any evidence. The result was that at least six of the eight owners were left landless, and evidence was lacking as to the fate of the other two.

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284 Alienation file 3/9611. MLC, Whanganui.
285 Alienation file 3/9246 and 3/8359. MLC, Whanganui.
286 Alienation file 3/9793. MLC, Whanganui.
287 On the block's location, see ML 1655, LINZ.
288 Alienation file 3/10101. MLC, Whanganui.

The remaining one-sixth share was held by Rangi Haruru Ruru (Rangi Hori Te Pa). When Everton applied to the Court to confirm his purchase of the shares of Noel Kingi Hurinui and Tinia Hori Te Pa, his solicitor said that Rangi Haruru Ruru "won't sell," so he was "trying to arrange exchange whereby her share would disappear from this block."[289] Rangi, who lived in Whanganui, did not immediately sell but in 1968 the title to the land was Europeanised and her undivided interest was subsequently alienated.

The nearby block **Horowhenua 11B22** (19 acres) suffered a similar fate. This block is located beside Lake Horowhenua and contains the significant Muaupoko site Tauateruru. The subdivisional survey plan of the early twentieth century also shows the houses of Ariki Raorao and Rewi Wirihana on the block.[290] When undivided individual interests in the block were acquired from 1960 to 1968, the land was under a renewed lease to the large local landowner Everton. In 1960, Everton applied for the confirmation of his purchase of the interests of two owners (David Rewi Hurinui and Pahau Wirihana) for £372 (the shares amounted to two-thirds of the title which had a total value of £558).[291]

The schedule supplied by Everton of other lands held by the vendors showed that, Pahau Wirihana owned a house (mortgaged to State Advances) on general land in Mabel Street, Levin, and a 30 percent shareholding in Horowhenua 11B41 North B4B (337 acres).[292] The latter block, which was deemed unsuitable for "personal occupation," was under lease to Everton at an annual rental of £160 (making Pahau's share of the income about £48).[293] David Hurinui owned no other land "suitable for personal occupation," and had a fractional share of about 11 acres in Horowhenua 11B41 North B4B (being 1,828 shares out of 53,896 shares).[294] The vendors were thus both rendered landless by the purchase of their more valuable land beside Lake Horowhenua. Everton's purchase of the interests of the remaining owner, Hikanui Phillip Tatana (a minor), was not completed until 1968, when he acquired this one-third share from Hikanui's trustee, his father Te Aute George Tatana for $1,240.[295]

Purchasing resulting in landlessness continued into the early 1970s, until the election of the third Labour Government in 1972 led to the hindering of Maori land purchases. The large local landowner Ian Ryder completed his piecemeal purchasing of **Horowhenua 11B41 North A1C** (232 acres) just in time in 1972; a process that had taken him nearly a decade. He already owned

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289 Otaki MB 73, pp.350-351. Alienation file 3/10101. MLC, Whanganui.
290 ML 1655, LINZ.
291 Alienation file 3/9404. MLC, Whanganui.
292 Alienation file 3/9404. MLC, Whanganui.
293 In 1968 the Levin Golf Club purchased 118 acres of the title (Horowhenua 11B41 North B4B2 Part); see Alienation file 3/8539. MLC, Whanganui.
294 Alienation file 3/9404. MLC, Whanganui.
295 Alienation file 3/9404. MLC, Whanganui.

an extensive area in four nearby blocks (11B41 North A1E2B, B2B, B3 Section 3, and Section 4), comprising over 500 acres, which was farmed as a single sheep and beef unit (plus the new acquisition of A1C). This gives some idea of the scale of ownership required for an economic unit in the poorer quality land in the western part of Horowhenua 11. Before the purchasing began, Ryder already held the A1C block under an 18-year lease that began in 1959 at the minimum annual rental of £1 10s. per acre, which amounted to about £350 per annum (the rental being based on five percent of a valuation of about £7,000).[296]

When the last round of Ryder's purchasing began in 1964, he already held about one-third of the 37,146 shares in the title to Horowhenua 11B41 North A1C (purchasing that is not covered in the available alienation file). Between February and June 1964 Ryder separately purchased the interests of five more owners (Te Pae Porotene, Raniera Porotene Virginia Taueki, Kahukiwi Matakatea, and Parahi Matakatea), adding 18,498 shares to his interest in the block at a cost of £2,891. The schedules of other lands held by each vendor filed by Ryder's solicitors (Park & Cullinane) noted of Paraki Matakatea and Kahukiwi Matakatea, "I have not been able to find any record of any other lands owned by this person." For Te Rae Porotene they noted, "I have not been able to find any reference to other lands," and for Raniera Porotene, "I have not been able to find any other lands in the Ikaroa district in which this man has an interest."[297] Their landlessness was no longer a factor in confirmation of the purchase.

Ryder's purchasing of remaining shares in Horowhenua 11B41 North A1C was concluded in 1972, when he acquired the interests of J. L. Rudd's six children (for whom their father was trustee), who owned the last 5,220 shares in the title. The benefits of landless Maori holding on to what was then an asset rapidly appreciating in value are evident in this final purchase. The price was based on a 1972 Special Government Valuation of A1C of $18,700, which made the remaining shares worth $2,628.[298] This is equal to £1,314, whereas those Parahi and Kahukiwi Matakatea had in 1964 received only £815 for the same number of shares.

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296 Alienation file 3/8929. MLC, Whanganui.
297 Alienation file 3/8929. MLC, Whanganui.
298 Alienation file 3/8929. MLC, Whanganui.

3. Statutory Paternalism

The Land Board regime established under the Native Land Act 1909 transferred authority over land dealings from the owners to the Board, and the Board in turn responded to applications from alienors to confirm alienations. Like other iwi, Muaupoko were generally side-lined in the Board's streamlined, form-filling, lawyer-driven process of confirming alienations. The potential for paternalism to develop in Board policies and practices that marginalised Muaupoko was there even before paternalism was written into the statutes governing the Board's processes. It was first embodied in the Native Land Amendment Act 1913, section 92 of which provided for the Court or the Board to order purchase proceeds to be held by the Board or the Public Trustee whenever it considered it was not in the interests of the Maori vendor to have the money. The money would instead be paid out or invested for the benefit of the vendor as and when the Board or Trustee deemed fit.

The 1913 Act (s.92) repealed the earlier provision in the 1909 Act, section 226 of which provided for the Court or Board to retain any portion of the purchase proceeds needed by the vendor for purposes such as buying other land, paying off debt, or rather more broadly "for any other special purpose." The 1913 Act made explicit what the 1909 Act left unsaid: if the Board thought that a Maori could not be trusted with their money then it would be looked after for them. For vendors in serious financial strife, the Act also offered some protection as the retained money was protected from any judgment for debt against the vendor.

The language of the 1913 Act was retained and expanded upon in the Native Land Act 1931, section 281 of which was similar to the 1913 Act. It also extended the existing protection for seriously indebted vendors by securing the retained funds from bankruptcy proceedings (this did not hinder the Board from using the funds to pay off the creditors of a bankrupt as it saw fit but, as set out below, it did allow it to use its hold on the money as a bargaining chip to compel creditors to compromise). The 1931 Act also provided for the Board to choose to use the vendor's money to buy property, which could then be held by the Board for the vendor's benefit.

The Government's paternalistic bent was evident even before the 1909 Act was in place. In the Board's early years it resorted to other measures to withhold purchase proceeds from Muaupoko vendors. For instance, in May 1909 it approved the removal of restrictions to enable the purchase of **Horowhenua 11B36 Section 3G2A** (40 acres), but due to the debts of the sole owner (Hoani Nahona) to the purchaser (the Levin hotelier and large land owner Daniel Hannan) the Board recommended that £400 of the £684 purchase proceeds be withheld from Hoani and handed over to the Public Trustee for disbursement as and when the Board saw fit.[299]

Subsequently, there are numerous instances of the Board using its authority under the 1913 Act (s.92) and the 1931 Act (s.281) to withhold purchase proceeds from Muaupoko vendors, with the money being doled out as and when the Board saw fit, based on what it deemed to be appropriate use by Maori of 'their' money. This practice of withholding the proceeds of purchase became so commonplace it is not always even explicitly noted in the Board's confirmation paperwork or the Court's minutes; it simply became policy. For instance, when Tame Taueki complained in 1941 about not having received proceeds from a purchase completed more than a year earlier, the Board explained that:

> Where compensation or purchase money in excess of say £5 is held on behalf of natives, it is not the practice of the Court [i.e., the Board] to make these payments as a matter of course. … If you will advise me the use to which you intend to put the £12/4/6 held, I will submit the question of payment to you to the Native Land Court Judge [the Board President] for his consideration.[300]

If the purpose to which Muaupoko wished to put 'their' money was deemed appropriate by the Board, then the money would be released. The Board provided no guidelines on the bases for releasing funds, other than the whim of the Board President (who was also the district Native Land Court Judge) and his views on the suitability of the vendor as a recipient for the Board's supposed largesse.

So common was the practice that a form was printed for the Boards, setting out the details of the vendor, title, and amount of purchase proceeds to be retained, and the date of its decision to withhold the funds. The form stated that:

> the Board considered that it was not in the interest of _____ one of the alienors, that the money payable to him (or her) should be actually or immediately paid to such Native.

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[299] Board minutes, 28 May 1909. MA 1/978, 1909/316. R22409477. Archives NZ.
[300] Registrar to Tame Taueki, 21 January 1941. MLC 3/9362. MLC, Whanganui.

> Now, therefore, the Board hereby orders that the sum of £__, being the whole or part of the purchase money due to the said _____ as his [or her] interest in the proceeds of the aforesaid sale, be paid to the ~~Public Trustee~~ ['Board' inserted by hand] in terms of section 92 of the Native Land Amendment Act, 1913.[301]

The money was instead held by the Board to manage as it saw fit. It could release some of the proceeds in response to requests from impoverished vendors for funds to meet urgent needs or debts accrued. In the case of Tame Taueki noted above, he replied in April 1941 that he would like his share of the money to buy clothes for he and his children. This was approved on the condition that the clothes were purchased under the supervision of a local Native Department official.[302] On other occasions larger sums were released for approved investments, usually the purchase or repair of a house. Another way of dispensing the proceeds to vendors whose ongoing impoverishment was recognised by the Board was through a small monthly stipend deemed sufficient to meet basic needs. Such a stipend was akin to the subsistence grants doled out to 'indigent' Maori from the Civil List, and paid at about the same meagre level.

Given the involvement of the police in the dispensing of what was only nominally their own money to (or on behalf of) Horowhenua Maori land vendors, it is not entirely clear if Muaupoko were being treated like criminals or like children, or both. What is certain is that they were not being treated as equals to those who acquired their lands, much less the government officials who controlled their lands, their money, and to a large extent their lives.

3.1 Statutory Paternalism in Practice

During the 1920s Tapita Himiona and Tiki Himiona also laboured under the heavy hand of the Board's statutory authority to do as it saw fit with the proceeds from its sale of **Horowhenua 11B41 South H2** (311 acres 2 roods 33 perches). At first some of them obtained significant portions of 'their' money from the Board but each of the whanau struggled with debts and, later, with the small allowance doled out to them by the Board from 'their' money.

The interests of each owner were acquired separately by the local large land owner Hannan, beginning in March 1920 with Tiki Himiona, who held interests equal to 121 acres 3 roods 21 perches for which Hannan offered £1,220. The Board approved the purchase but required £1,000 of the proceeds to be held by it under the 1913 Act (s.92) (the other £220 being paid to Tapita in March, May, and June 1920).[303] Tiki was severely ill that winter and by August 1920 had

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[301] See, for example, Native Land Amendment Act 1913 Regulation No. 77 Form, 25 July 1922. Alienation file 3/8624. MLC, Whanganui.

[302] Tame Taueki, Levin, to Registrar, 4 April 1941, and; Registrar to Mulcahy, Native Department, Levin, 28 April 1941. MLC 3/9362. MLC, Whanganui.

[303] Board minute, 7 June 1920. Alienation file 3/8538. MLC, Whanganui.

"been at death's door through pneumonia for some time." His doctor instructed that during his convalescence he was to have "suitable fare and attention," for which he sought access to 'his' money, working through his solicitors Park & Adams who undertook to supervise the expenditure. The Board agreed to release £50, and undertook to pay another £50 later if it was needed.[304]

In December 1920, Tapita wanted to invest a large part of 'his' money in a Levin house (in Oxford Street, opposite the railway station) for which he had agreed to pay £750 (based on advice that it was worth £700). The Board was sceptical as the out of date 1914 valuation was just £358. The President observed the property had been assessed for rental purposes in October 1920 at £600 "and as the place is fairly old and in poor repair, Board cannot agree to the investment."[305] Tiki's solicitors argued the property had been repaired and improved, and a Government Valuer had advised them some time ago it was worth £700. The Board reconsidered and told them that if it could provide a satisfactory valuation and an authority from Tiki, it would release the £750. The catch was that the property title was no more Tiki's than the £750 was 'his' money: the title was to be handed to the Board and Tiki was "not to deal with same unless with the consent of the Board." The Board's conditions were met and Tiki's purchase was completed in April 1921.[306]

Not only did the Board hold the title to Tiki's house, it determined what he could put in the house. In April 1921, he wanted to spend £17 on furniture but this was rejected. He tried again, asking through Tuiti McDonald for £20 of 'his' money; again to no avail.[307] In June 1921, Tiki asked the Board to pay accounts he owed totalling £54 7s. 6d. (of which £41 was for fencing material, £2 was for shoes, and £11 was for groceries purchase from March to June 1921). When the Board asked if the accounts could be paid as requested by Tiki, the President replied bluntly: "No, the Board is not a debt collector."[308] True, but neither was Tiki: he was not the debtor; the Board was. It still owed him what was left of 'his' money but refused to pay him even one quarter of this sum. He replied in July 1921, telling the Board that if the accounts were not paid he would be in "a lot of trouble," having already been given a week's notice by one creditor that he would

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304 Park & Adams, Levin, to Board, 3 August 1920, and; Board to Park & Adams, 19 August 1920. Alienation file 3/8538. MLC, Whanganui.

305 Harper & Merton, Levin, to Board, 11 December 1920, 14 January 1921; Blackbourne to Harper & Merton, 20 October 1920, and; Rawson minute, 19 January 1921. Alienation file 3/8538. MLC, Whanganui.

306 Board to Harper & Merton, 2 February 1921 and 9 April 1921. Alienation file 3/8538. MLC, Whanganui.

307 H. S. Flood, Levin, to Board, 29 April 1921; Board to Flood, 4 May 1921, and; Tiki Himiona per Tuiti McDonald, to Board, n.d. [received 1 August 1921]. Alienation file 3/8538. MLC, Whanganui.

308 Tiki Himiona to Board, 20 June 1921 (and enclosed accounts); Board to Gilfedder, 22 June 1921, and; Gilfedder minute, n.d. Alienation file 3/8538. MLC, Whanganui.

be taken to Court to recover the debt. He was again told the Board "is unable to grant your request."[309]

In November 1921, Tiki tried again to access 'his' money; asking for £35 from the Board. The President agreed with his staff that Tiki should appear before him to explain what he wanted the money for, and he "had better explain what he did with the large sums he already received this year."[310] His reply set out the expenditure he had already incurred in relation to this request, including: cost of medical treatment "during my recent severe illness"; clothing for he, his wife, and their child, and; furniture for his house. The President responded bluntly: "As this Native has gone through £800 within the last seven months, no order will be made."[311] This was particularly meanspirited and unfair on Tiki; all but £50 of this sum had been invested in a house (the title to which was held by the Board) and that £50 had been for vital medical treatment during his long recovery from pneumonia. It is not clear from the file when Tiki Himiona received the money owed to him, or when the Board released to him the title to his house.

Next up for the Board treatment was Tapita Himiona (Tapita Himiona Kohai) who held the smallest share of 51 acres 2 roods 36 perches. In October 1920 the Board approved the purchase of this interest by Hannan for £517 10s. The Board retained £400 of this money under the 1913 Act (s.92) with Tapita seeing none of the balance, which was used to discharge her existing debts.[312] Without access to 'her' £400, Tapita was in debt trouble within a few months. Her solicitor, Charles Blenkhorn, asked the Board to release £100 of the retained money, of which £76 was needed to clear debts. The largest debt (£52 10s.) was the balance owing on a piano she had purchased "on the instalment plan" sometime earlier, and which the supplier "threatens to seize" if the money was not paid. Another £10 had been advanced by Blenkhorn to Tapita on the instructions of the Board President. Blenkhorn advised she "is not extravagant and I think if the money were granted it would be applied in a reasonable manner." The President agreed and released the £100.[313]

Two months later, in April 1921, Tapita had Tuiti McDonald apply for her to the Board for another £100 of 'her' money. This was wanted for improvements to her house "and also to buy food and clothing." Tuiti's advocacy seemed to be effective, for the President approved the

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309 Tiki Himiona to Board, 5 July 1921, and Board to Tiki Himiona, 7 July 1921. Alienation file 3/8538. MLC, Whanganui.

310 Tiki Himiona, Levin, to Board, 5 November 1921; Board minute for Gilfedder, 8 November 1921, and; Gilfedder minute, 9 November 1921. Alienation file 3/8538. MLC, Whanganui.

311 Tiki Himiona to Board, 15 November 1921, and; Gilfedder minute, 24 November 1921. Alienation file 3/8538. MLC, Whanganui.

312 Board minute, 30 October 1920. Alienation file 3/8538. MLC, Whanganui.

313 Blenkhorn, Levin, to Board, 21 January and 21 February 1921, and Rawson minute, 22 February 1921. Alienation file 3/8538. MLC, Whanganui.

release of the money the same day.[314] In August 1921, Tapita applied directly for £55, of which £20 was to buy a spring cart from Heremaia Kita and £35 appeared to be to repay a creditor. The Board again promptly approved the release of the funds.[315]

In February 1922, Tapita sought £35, telling the Board it was for repairs to her house and "to buy provisions with." She was told to see the President when he was next sitting in Levin. In line with his emerging policy (see above) he put an end to these sporadic requests for access to 'her' money by making an order for a weekly allowance of £2 for Tapita. The first quarterly payment of £26 in March 1922 reduced the balance retained by the Board to £119. This was enough for about another 13 months of the weekly allowance.[316] It was Board policy that once a weekly allowance had been ordered it would decline to pay out any other sums sought by the 'beneficiary' concerned. Accordingly, in June 1923 the remaining £15 was paid to Tapita and her file was closed.[317]

Ekenihi Himiona (sister to Tapita and Tiki and co-owner (with Tiki) of Horowhenua 11B41 South H2) also endured financial problems and housing-related issues under the paternalistic yoke of the Board when another of her titles was sold by it. Her interests in South H2 were not sold but were instead partitioned out in 1921 as Horowhenua 11B41 South H2A (138 acres 13 perches), which was leased to Hannan for an annual rental of £69.[318] Her other land sold by the Board was **Horowhenua 11A10** (71 acres), which was owned by Ekenihi and Tiki Himiona until it was purchased through the Board by Hannan in 1924 for £2,130. At the time, he was leasing the block for an annual rental of £85. He had paid advances of £120 to Ekenihi and Tiki but the £2,130 balance of the sale price was retained by the Board to be invested under the 1913 Act (s.92).[319]

The hardship caused to Ekenihi Himiona through being denied access to her capital is evident from a judgement for debt of £20 8s. (plus costs of £4 11s. 6d.) obtained against her by J. Ryder in 1926.[320] She faced another judgement for debt in January 1929 for £3 owed to Lamb and Hearle (plus costs of £1 8s. 6d.).[321]

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[314] Tuiti McDonald to President, 26 April 1921, and; Rawson minute, 26 April 1921. Alienation file 3/8538. MLC, Whanganui.
[315] Tapita Himiona to Board, n.d. [August 1921], and; Board to Tapita Himiona, 17 August 1921. Alienation file 3/8538. MLC, Whanganui.
[316] Tapita Himiona to Board, 21 November 1921 and 25 February 1922; Registrar to Gilfedder, 28 February 1922; Gilfedder minute, 8 March 1922, and; Board to Tapita Himiona Kohai, 9 March 1922. Alienation file 3/8538. MLC, Whanganui.
[317] Tapita Himiona ledger, n.d. Alienation file 3/8538. MLC, Whanganui.
[318] Alienation files 3/8538 and 3/9611. MLC, Whanganui.
[319] Alienation file 3/8727. MLC, Whanganui.
[320] *Horowhenua Chronicle*, 23 July 1926, p.3.
[321] *Horowhenua Chronicle*, 25 January 1929, p.3.

It is not known what the Board did with Tiki's half-share of the money, but in 1928 Ekenihi's share was used by the Board to buy a house for her on a quarter-acre section in Durham Street, Levin. The title to the Durham Street property – like the money used to buy it – remained under the Board's control under the 1913 Act, and it held the title in its office. Nothing further was heard of the matter until 1944, when the Levin Borough Sanitary Inspector told the Board the house was condemned. Ekenihi was then living in the "Model Pa" at Ohakune but would return to her house if it was repaired. Accordingly, the Board sent her a Native Housing Act application. She was then a widow so a housing loan was not viable as it would mean assigning the rents she received (not least from Horowhenua 11B41 South H2A noted above) to repay any loan, but she relied on those rents "for living expenses." Her solicitors responded to the Board in 1945 that she no longer wished to return to Levin and that the house had for some time been occupied by "Sundry Natives more or less" related to her who did not pay rent or maintain the property. As of 1945 the house was occupied by "Mrs Heremaia" who was then building a new house elsewhere so as soon as she vacated the Durham Street property, Ekenihi asked that it be sold. The solicitors estimated it was worth £400. As of 1945 the Board could not locate the title, and no progress was made. By 1952, the Board had located the title but by then Ekenihi was dead and her executors asked that the Board's memorial against the title be removed to enable them to deal with the property.[322]

Another Muaupoko land owner could not get free of the Board's paternalistic yoke other than through death. Mananui Tawhai was the sole owner of **Horowhenua 11B36 Section 3F3** (5 acres) when it was sold by the Board to the Levin solicitor Charles Blenkhorn for £200 in 1920. She had been leasing the land for an annual rental of £13, which was a better rate of return than could be earned from the purchase price. Despite the purchase thus disadvantaging Mananui, the Board proceeded to sell the land. It then retained £150 of the proceeds under the 1913 Act (s.92), she having obtained the other £50 as an advance. It later acknowledged "there does not appear to be any record of the reason of its being placed under Sect. 92." That of course assumes there was even a reason in the first place, other than it being a matter of policy to deny Maori use of their money. Mananui never saw a penny of her £150, dying in 1928 while the money sat in the Board's coffers. It did at least earn some interest, and in 1929 the Board agreed to allow the £168 8s. 6d. it held to be shared out among her three successors (Pa, Tuakana, and Taite Tawhai).[323]

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322 Alienation file 3/8727. MLC, Whanganui.
323 Alienation file, 3/8541. MLC, Whanganui.

The capriciousness of the Board is evident from its simultaneous sale of the adjoining **Horowhenua 11B36 Section 3F4** (5 acres) to Blenkhorn for the same price, but the four owners of that title did not have their purchase proceeds taken from them by the Board. It was more by luck than design. They too had received an advance of £50 from Blenkhorn, but as this constituted their entire share of the purchase price there was nothing left for the Board to take from them.[324] Similarly, the six owners of the adjoining **Horowhenua 11B 36 Section 3F2A** (13 acres 26 perches) were able to retain all of the £524 paid by Blenkhorn for the 1921 purchase of that title without the Board utilising the 1913 Act.[325]

Other Muaupoko owners caught up in the Board's paternalism died before getting the money owed to them, and even their successors and the successors to their successors found themselves subject to the same paternalistic regime until the purchase proceeds finally dwindled down to nothing after three generations and the Board washed its hands of them. For instance, in 1928 the Board sold **Horowhenua 11B41 North B2A** (119 acres 3 roods 11 perches) to Mairua Farm Limited for £1,197. Ani Kanara Te Whata (the sole owner of the title after her interests were partitioned out of the parent B2 block in 1928), saw very little of this money. The Board decided that £297 would be paid to it under the 1913 Act (s.92) to distribute to Ani over time while the balance of £900 would remain on mortgage to the purchaser for five years at six percent. Of the £297 cash obtained by the Board, £120 was allocated to pay for repairs to Ani's house, "including a washhouse," with the rest to be doled out in a miserly "£1 per week maintenance" to be paid quarterly.[326]

At £52 a year, the £177 left for Ani's weekly "maintenance" payment would last almost three and a half years, leaving her with nothing for the 18 months until the mortgage was due to be repaid and she might finally see 'her' capital. The mortgage was not repaid until 1937, four years late. The Board's paternalism extended across the generations; it did not distribute all of the purchase proceeds to Ani before she died, and not only did the Board continue to withhold the money from her successors but from their successors in turn. In 1943 it was noted to the Court that the Board still held £218 3s. to the credit of one of Ani's successors, Heta Hori Te Pa, who had recently died. This money then passed down another generation to Heta's successors; Te Aue Hori Te Pa, Pahau Hori Te Pa, Puhipuhi Hori Te Pa, and Nellie Hori Te Pa (a minor). In 1944 they had to agree to £25 15s. of 'their' money from the sale of the block in 1928 being paid to satisfy Park & Bertram's legal costs. Other payments seem to have been made because later that

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324 Alienation file, 3/8541. MLC, Whanganui.
325 Alienation file 3/8575. MLC, Whanganui.
326 Alienation file 3/9364. MLC, Whanganui.

year they asked for £15 of the last £18 they understood they were still due from the Board to be paid out to contribute towards the costs of a tangi for a child of Pahau.[327]

The Muaupoko businesswoman, Miriama Matakatea, seems to have found a way to escape the Board's clutches when she used a mortgage in conjunction with the purchase of **Horowhenua 11B41 North A2B2A** (30 acres) for £400 in 1926 by Lucy Park (wife of the prominent Levin Maori land speculator and solicitor Stewart Park of Park & Adams). Miriama first partitioned out this area for purchase (it being only part of her share in the A2B2 parent block of 186 acres), and obtained £100 as a cash advance from Park, with the £300 balance to remain as a mortgage for five years (Mrs Park being the mortgagor and Mr Park the guarantor). The Board still imposed itself on this process, advising Park it would hold the mortgage and collect the interest due on it for Miriama, just as it did when it loaned out purchase proceeds on mortgage under the 1913 Act (s.91). That was not to Miriama's liking. In 1927 her Levin solicitor R. Acheson, approached Park as Miriama wanted to obtain some of the mortgage money to repair shops she owned on Oxford Street (the main road through Levin). She appears to have succeeded as Park later told the Board the mortgage "was paid off almost at once." In this way, Miriama obtained the money she needed from the purchase without the Board imposing its yoke upon her.[328]

The paternalism of the Board was not confined to purchase proceeds; it even extended to rental income. In 1940 a new lease was arranged with the Board by Stephen Mexted of **Horowhenua 11B41 North A2B2B1** (32 acres 1 rood 19 perches), which was solely owned by Ani Wiremu Matakatea, then living at Okato (Taranaki). (Mexted had previously acquired the 30-year lease taken out with James Cameron in 1910 over the parent block Horowhenua 11B41 North A2 of 349 acres, a lease that expired on 30 June 1940.) When confirming the lease – for 12 years at an annual rental of £22 – the Board stated that this would be conditional on the rent being paid to it under the 1931 Act (s.281), a 'service' for which it charged a fee of 2½ percent.[329] This was purportedly on the basis that "it was not in the interests of the said Ani Wiremu Matakatea that the rental payable under the said lease should be actually paid to the Native entitled thereto or paid immediately to her."[330] In fact, as Mexted's solicitors (the ubiquitous Park & Bertram) confirmed this was "at the request of the lessee," Ani having no say in the matter.[331]

Ani had already told the Board that she wanted a higher rent ("£1 or more per acre") than it had agreed to (13s. 9d. per acre) but it's only requirement on Mexted was to pay an annual rental

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[327] Alienation file 3/8831. MLC, Whanganui.
[328] Alienation file 3/8775. MLC, Whanganui.
[329] Lease application, 15 December 1939, and Board minute, 6 June 1940. Alienation file 3/9364. MLC, Whanganui.
[330] Otaki Minute Book No. 61, pp.158-159. Alienation file 3/9364. MLC, Whanganui.
[331] Park & Bertram, Levin, to Registrar, 11 June 1940. Alienation file 3/9364. MLC, Whanganui.

equal to five percent of Government valuation. Under the lease expiring in 1940 he had been paying 10 shillings per acre, but this was reduced to eight shillings per acre by the Board from 1932 to 1935 under legislation designed to protect Pakeha tenants during the Great Depression (Native Purposes Act 1931, s.115)). She explained her wish for a better rent than that accepted by the Board:

> I insist on a substantial lease as I have taken over an assignment under the [Native] Housing Scheme of £300. Rent payable to me from this land should be able to repay the amount advanced from the Housing Scheme.[332]

Rather than the rent being taken by the Board under the 1931 Act (s.281), it could have been left for Ani to use to pay off her housing loan, or even assigned specifically to her Native Housing Loan. Instead, at her tenant's request, she had lost control of 'her' rental income to the interfering Board. The Board replied to her (in Taranaki) on 4 June 1940 to tell her that Mexted's application was being heard that very day so by the time she received its advice in the mail to "arrange for someone to appear" on her behalf, the case was over and decisions about 'her' land had already been made.

Fortunately for Ani, she had managed to secure an advance rental payment of £5 from Mexted in April 1940, the receipt for which noted this was "to enable me to make purchases for my boy who is leaving with the Maori Battalion this week."[333] That small advance was more than she saw from the lease for some time, as the statutory maximum of half the rent went towards paying off three survey liens plus interest, which amounted to a total of £21 17s. 2d. As the Board explained to Mexted's solicitors, the interests of the tenant came first:

> The Board always attends to the clearing of the lessee's title before distributing any money to the owners, and Mr Mexted may rest assured that all of the rent received will be appropriated towards satisfaction of the charges on the title before any payments are made to Ani Matakatea.[334]

As a result of the Board's approach, the survey debt was cleared in 1942, after which Ani was finally eligible to receive all of 'her' minimal annual rental of £22.[335] The Registrar wrote to Mexted in 1952 a few weeks before the lease expired to offer him a new lease, not even bothering to consult with Ani Matakatea who, unbeknown to the Board, had died in 1951.

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[332] Ani Mataka, Okato, to Registrar, n.d. [21 May 1940]. Alienation file 3/9364. MLC, Whanganui.
[333] Ani Makatea, receipt, 29 April 1940. Alienation file 3/9364. MLC, Whanganui.
[334] Registrar to Park & Bertram, 24 January 1941. Alienation file 3/9364. MLC, Whanganui.
[335] Registrar to A. A. Bennet, Solicitor, New Plymouth, 11 August 1941. Alienation file 3/9364. MLC, Whanganui.

Mexted's solicitors undertook to identify her successors and engage with them for a further lease.[336]

3.2 Statutory Paternalism and Landlessness

Just as the limited statutory protections against landlessness rarely prevented a Board sale of Muaupoko lands that resulted in landlessness, so too were such sales no protection for Muaupoko from the Board's overweening paternalism. Having been rendered landless, the vendors may have thought themselves free from the Board's busybody tendencies but losing all your land failed to provide an escape for Muaupoko, some of whom were subject to the 1913 Act (s.92) despite being left landless.

In something of a bitter irony, Ngapera Potaka had to endure the paternalistic care of the Board when it sold **Horowhenua 11B41 North A1D** (89 acres) in 1920, despite having refused to allow the purchase of the land in 1914 because that would have rendered the vendor landless. To add insult to injury, the Board decided to withhold the purchase proceeds under the 1913 Act despite her desperate need for the money having compelled her to reluctantly agree to the sale.

In 1915 the Board refused to permit the loss of the land, not only because it would cause landlessness, but because the land was under lease and it was better for the owner to keep getting rents – based on five percent of the land's value – than getting four percent on the purchase proceeds (when these were invested by the Board under the 1913 Act (s.92) which it intended to apply).[337] Yet just five years later it was willing to sell the land despite it still being under the same lease. What had changed and what may have informed the Board was the value of the land: the rent was based on five percent of a land value of £532 (or an annual rent of about £27) but the purchase offer in 1920 was for £667 10s.[338] When the Board sought a more up to date valuation in 1920, this came in at £885 (including £94 worth of lessee's improvements).[339] Yet this should not have been a significant factor as, presumably, the lease included periodic rental reviews to enable the owners to obtain ongoing benefit from such increases in value, rather than the one-off sum derived from the sale of the land.

Ngapera Potaka was one of two successors to the original owner, each holding equal shares. She was part of the Potaka whanau of Utiku (south of Taihape) and Rata. When the land was sold to Minna Best of Levin, Ngapera was entitled to £442 10s., of which £192 was paid to her with the

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336 Park, Bertram & Cullinane to Registrar, 12 June 1952. Alienation file 3/9364. MLC, Whanganui.
337 Board minute, 19 January 1915. Alienation file, 3/8537. MLC, Whanganui.
338 Board minute, 19 January 1915, and; Minna Best, Application for confirmation, 16 September 1920. Alienation file, 3/8537. MLC, Whanganui.
339 Valuer-General, Valuation, 6 December 1920. Alienation file, 3/8537. MLC, Whanganui.

£250 balance retained by the Board under the 1913 Act (s.92). No reason was given for the sum being retained or why the other £192 was released (although it may have related to debts; see below). Ngapera's co-owner, Heremaia Kita received all of his £442 10s.[340]

Ngapera had debts to pay with her share of the purchase money, something she informed the Board of while it was considering confirmation of the sale. In October 1920 she wrote:

> It was not my intention to sell any of the property my mother left me. Only finding the rents very small and would not be able to cover accounts on some of the sections, that is, back rates and surveying, also her burial expenses. I hope you will understand this is why I agreed with Heremaia Kita to sell.
>
> As for the land I am occupying, it belongs to my children by rights.[341]

The land she occupied at Utiku was left to her by her husband (Paiki Piahau Potaka), whose estate she was administering, but was ultimately intended for their children. She emphasised that "I could not also think of paying my mother's debts with what my husband left me."[342]

The Board's actions were certainly not based on any consultation with Ngapera. About six months after the purchase was completed, she wrote to the Board to complain that when she asked the Levin solicitor Park where the rest of her money was, he told her to contact the Board. Still thinking she had some say in the matter, she asked: "Should I leave the money there [at the Board] for a term, what interest would I get?"[343] The Board told her the money had been retained under the 1913 Act "as an investment on your behalf," earning four percent interest payable to her every six months.[344]

Despite this reply she wrote again to outline how Park had earlier promised to send £50, and on the basis of that promise she had bought stock for her whanau's farm. She asked that this sum be paid from 'her' money retained by the Board. The President wanted to see the receipts for the stock before deciding to release the money.[345] She evidently produced the accounts and the £50

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340 Board minutes, 30 October ad 23 December 1920. Alienation file, 3/8537. MLC, Whanganui.
341 Ngapera Potaka, Utiku, to Park & Adams, 15 October 1920. Alienation file, 3/8537. MLC, Whanganui.
342 Ngapera Potaka, Utiku, to Park & Adams, 15 October 1920. Alienation file, 3/8537. MLC, Whanganui.
343 Ngapera Potaka, Utiku, to Board, 14 July 1921. Alienation file, 3/8537. MLC, Whanganui.
344 Registrar to Ngapera Potaka, 18 July 1921. Alienation file, 3/8537. MLC, Whanganui.
345 Ngapera Potaka to Board, 27 July 1921, and; Gilfedder minute, n.d. [c.28 July 1921]. Alienation file, 3/8537. MLC, Whanganui.

was released. This indicates that expenditure of this nature was deemed acceptable by the President, but it was at his discretion if and when Ngapera would get any of 'her' money.

Ngapera had a bit more trouble getting the £200 balance of 'her' money. In 1927 she explained to the Board why she needed that money: her husband's estate (of which she was "administratrix and beneficiary") was indebted to her son Thomas Tungore Potaka for £201 "payable to him immediately." The estate consisted of "live and dead stock and investments totalling approximately £1,000," but she did not want to have the estate "disturbed" by realising these assets just yet. Her son had agreed to accept £100 now, so she sought this sum from 'her' money held by the Board. She still considered she had some say in the matter, adding that she had to date been "satisfied to allow the money to remain with the Board, so long as it was income producing." The Board agreed to release another £100.[346]

In 1928, Ngapera sought the rest of 'her' money (being the £100 remaining), telling the Board she wanted to lend it to one of her sons so he could buy out his brother's share in their "homestead property." Her rationale was sound: "My other capital is out at interest at a higher percentage than your Board is allowing me, as it is as fixed deposit," an investment she did not want to disturb. Her solicitors wrote to confirm the details about the homestead block at Utiku (Awarua 4C9B1 (19 acres)), owned by her four children (two were adult, Tungore and Te Uruotu, and she was trustee for the other two, Arona and Hakaraia Potaka). The eldest son, Tungore, "became dissatisfied" and his younger brother Te Uruotu agreed to buy his share in the title (his quarter-share being worth about £350). The £100 retained by the Board was needed by Ngapera to help Te Uruotu acquire his brother's share.[347] The Board refused to release 'her' money.

In 1929, Ngapera instead loaned her third son (Arona) £500 to buy out the interests of his two elder brothers in the family homestead; a loan secured against the property. (The total sale price, including stock and improvements, was £1,291). She in turn had to borrow from the New Zealand Farmers' Co-operative Distributing Company to come up with this money. She kept up repayments until the end of 1930, by which time the Great Depression had hit stock values and wool prices (the farm then had 580 sheep, 24 dairy cows, and 12 weaner calves).[348] In 1931, Ngapera again applied for 'her' £100 to help reduce her debt to the Company. If she did not make a "reasonable reduction" in this debt she would have to assign her stock to the Company.

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346 Ngapera Potaka to Board, 2 June 1927, and; Gilfedder minute, 8 June 1927. Alienation file, 3/8537. MLC, Whanganui.

347 Ngapera Potaka to Board, 1 November 1928, and; Currie & Jack, Whanganui, to Board, 1 November 1928. Alienation file, 3/8537. MLC, Whanganui.

348 Ngapera Potaka to Board, 26 March 1931. Alienation file, 3/8537. MLC, Whanganui.

She had also withheld 10 bales of the season's wool clip as prices were so low and would only sell at "present values" if forced to do so.[349]

The Company confirmed to the Board that the Potaka Estate owed it £475 12s. 10d. (having paid a nett £145 off its debt since January 1931), and that it had now acted to secure this with a stock mortgage.[350] The Board's President reasoned that wool prices had improved so perhaps she should sell her clip first, adding that paying out the £100 would scarcely suffice to "stay the hand of the Company," but he supposed that if this was what she wanted it "had better do so."[351] When the Board asked Ngapera about this advice, she replied she still did want 'her' £100 paid to the Company to reduce her debt, and had already been forced to sell what was left of her wool clip at the Wellington sale for seven pence per pound. (This was an increase of more than 30 percent on the previous sale but much the 20,000 bales sold went for less than the cost of production).[352] The Board subsequently sent the £100 of Ngapera's money to the Company.[353]

Tuku Matakatea and Marokopa Matakatea suffered an even more protracted battle when they were both denied access to the proceeds from the Board's sale of **Horowhenua 11B41 North A2B1** (56 acres 2 roods 30 perches) because the Board had rendered them landless. Rather than prevent the vendors becoming landless, the Board decided to prevent them spending the last of their capital as they wished and to instead manage it, supposedly for their own good. The Board sold the land to Thomas Bevan for £750 in January 1926, when it ordered that £500 of the proceeds be invested by the Board on mortgage for five years at 7½ percent ("reducible to 6½ percent if promptly paid").[354] Its borrower had purchased a house in Oriental Parade, Wellington. The £250 balance of the proceeds was to be held by the Board "to pay liens and charges, with the residue to go to the vendors." The President had loaned out the £500 because, "I understand the vendors have no other lands."[355] It was not clear why being rendered landless also meant they could not have their own money.

The Board's paternalism failed to account for the circumstances of the vendors, who were soon left in dire straits as a result. The two vendors had received advances of £70 from Bevan, and after the Board invested £500 of 'their' money on mortgage there was a balance of £180 (of

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349 Ngapera Potaka to Board, 3 March 1931. Alienation file, 3/8537. MLC, Whanganui.
350 New Zealand Farmers' Co-operative Distributing Company to Board, 16 March 1931. Alienation file, 3/8537. MLC, Whanganui. (Ngapera said this mortage was taken on out 12 March, after her letter of 3 March.)
351 President to Registrar, 20 March 1931. Alienation file, 3/8537. MLC, Whanganui.
352 Ngapera Potaka to Board, 26 March 1931. Alienation file, 3/8537. MLC, Whanganui, and; *Auckand Star*, 23 March 1931, p.4.
353 Board to New Zealand Farmers' Co-operative Distributing Company, 18 April 1931. Alienation file, 3/8537. MLC, Whanganui.
354 Regulation 77 form, 11 January 1926. Alienation file 3/8735. MLC, Whanganui.
355 President minute for Registrar, 28 January 1926. Alienation file 3/8735. MLC, Whanganui.

which £80 was for Tuku Wiremu Matakatea and £100 was for Marokopa Wiremu Matakatea).[356] Their solicitor R. Acheson told the Board they had debts to pay so it agreed with him it would release funds to pay these debts.[357] In March 1926, Acheson advised that Tuku owed a total of £62 11s. 5d. (including £10 owed to Acheson, £22 19s. 5d. owed to the Levin shopkeeper Keys, £11 borrowed from a Levin hotelier, and £7 4s. awarded against him in a judgement for the Levin farmer Mark). Marokopa owed a total of £86 18s. 2d. (his biggest creditor was Acheson himself, owed £20, and a draper who was owed £21 12s.; others included £10 10s owed to a doctor and £6 15s. owed to the Levin Borough Council for rates on a house he owned in town). The Board approved payment and then released the £30 remaining to the two vendors.[358]

Tuku Matakatea soon had other financial woes as a result of the Board withholding 'his' money. In October 1926, he told the Board "he had contracted debts and the business people had stopped his credit." The Board ascribed his plight to his alleged "habit of running up accounts and of borrowing money from anyone that he can induce to lend to him." Most of 'his' money had actually been 'borrowed' (or, rather, taken) by the Board (the £250 it had lent out on his behalf) but this did not stop the President from blaming Marokopa for not having money, claiming that: "He seems to shun work." He told him to get a job, asserting that "the fine weather and spring season brought numerous jobs for anyone who cared to work."[359] As Tuku later explained, he was anything but work shy (see below).

The Native Minister was more sympathetic and in February 1927 he directed the Board (under the Native Land Amendment and Native Land Claims Adjustment Act 1925 (s.3)) to advance £20 of Tuku's money to Constable Bagrie in Levin to be expended "in the interests of the beneficiary [Tuku]." The money was for the purchase of clothing for he and his family.[360] In May 1927, a sheaf of 11 accounts from various Levin businesses totalling £87 12s. 10d. (largely incurred in April 1927) were sent to the Board, apparently by Para Matakatea (alias Tuku Matakatea) but without any covering letter. The Board told him it had no funds to pay them.[361]

Nothing further was heard from Tuku until 1931 (when the £250 of 'his' money was supposed to be paid back by the borrower). In May 1931, Tuiti McDonald called on the Board on Tuku's

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356 Registrar to R. Acheson, Levin, 26 January 1926, and Gilfedder minute, 11 March 1926, on Acheson to Registrar, 4 March 1936. Alienation file 3/8735. MLC, Whanganui.

357 President Gilfedder minute for Registrar Fordham, n.d. [February 1926]. Alienation file 3/8735. MLC, Whanganui.

358 Acheson to Registrar, 2 and 4 March 1926; Gilfedder minute, 11 March 1926, and Registrar to Acheson, 23 March 1926. Alienation file 3/8735. MLC, Whanganui.

359 Gilfedder minute, 22 October 1926. Alienation file 3/8735. MLC, Whanganui.

360 Native Minister to Board, 22 February 1927, and Native Department to Board, 25 February 1927. Alienation file 3/8735. MLC, Whanganui.

361 Unsigned and undated minute and various accounts, May 1927. Alienation file 3/8735. MLC, Whanganui.

behalf, after which the President agreed to pay out £30.[362] That took care of only his most pressing needs, and in July 1931 he wrote again to the Board, seeking funds for food and farm supplies ("ton of lime, two bushels of peas, 200 lbs of flour, 2 bags of sugar, one box of tea, and £10 worth of drapery"), which he suggested by paid through one of the local police constables. He noted that he and his son had already ploughed two acres of the land they had leased from Godfrey Read (who in turn was leasing it from Warakihi Hanita). He outlined his situation:

> From the 15 March 1926, £250 of mine was invested. Between the five years I got £20 off the principle[sic]. I had no work then but now it is worse still. The last time I work[ed] was in the middle of March for a man named Godfrey Read. Any work come my way I never refuse it. There is no farmer in Levin that I worked for can say I was a loafer and also the Public Works. When I found this unemployment scheme is blocking my way of getting work I went and got Tuiti [McDonald], for me and him to go up to see you to try and get £80 from the principal, to lease a few acres to give my boy a start and some of it to go and pay our debt and to buy clothing and tucker. You [were not] there when we call in, Tuiti told me to wait at street, to see if you are coming along. While I waited Tuiti called in and got £30 from you for me.[363]

Despite what the President had said, Tuku had not been afraid of a hard day's work but he was now confronted with the Great Depression, which made work very hard to come by. The £30 referred to is that obtained from the Board in May 1931 (see above). Tuku owed £5 to Tuiti McDonald, and spent much of the balance on clothing and "paid some debt here and there, the balance just manage[d] to keep us in tucker from [the] time I say you [in May 1931]."[364]

The President was unsympathetic, again asserting that Tuku did not appear to be "fond of work." He went on to note Tuku had already received £125 of 'his' money in 1926 to pay off debts, and received interest from the borrower of the other £250 of 'his' money, yet he waited "impatiently" for the expiry of the mortgage on which that sum was held. In "anticipation" of finally getting 'his' money, Tuku had, the President wrote, "incurred petty debts." It was scarcely unreasonable to anticipate getting access to 'his' money when the mortgage fell due, but the Board had – without consulting Tuku – given the borrower a three-year extension to repay the principal, leaving him high and dry. Rather than the Board taking responsibility for his plight it blamed him; the President claiming that, "Tuku no doubt considers that by insistent pestering he

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[362] Board minute, n.d. [May 1931]. Alienation file 3/8735. MLC, Whanganui. (The circumstances of this payment are explained by Tuku in his letter of 2 July 1931, cited below.)
[363] Tuku Matakatea, Weraroa, to Judge Gilfedder, 2 July 1931. Alienation file 3/8735. MLC, Whanganui.
[364] Tuku Matakatea, Weraroa, to Judge Gilfedder, 2 July 1931. Alienation file 3/8735. MLC, Whanganui.

can induce the Board to pay over to him substantial instalments."[365] Those 'instalments' were 'his' money but that is not how the Board saw it.

It does not appear that Tuku received much of 'his' money for some time. He wrote to the Board again in 1933, seeking £10 "out of moneys held on my behalf by your Board," saying:

> I am in great need of this money as I have a large family and am only getting 2 days a week employment on Relief work. I need the above amount to purchase clothes for my children as the winter is now coming on.[366]

He added that if the interest being paid on the £250 the Board had lent out was insufficient to cover the £10, he asked for the money to be advanced by the Board against future interest payments. The President would advance only the pending quarterly interest payment of £2 9s. 5d.[367] He tried again in October 1933, when he applied for £15 from 'his' money to buy food and clothing for he, his wife, and their seven children, apparently without success.[368] In 1934 Tuku asked the Board to honour his order at a local shop for blankets, bedding, and clothing. By this time, there was only £94 12s. of 'his' money left, which the Board noted was "not ear-marked for any special purpose." It advised the President to grant him a monthly allowance rather than pay out on these sporadic requests, but he did not do so and instead authorised payment for the goods sought (which came to £10 4s. 6d.).[369]

After Maori land development initiatives began in the district, Tuku looked to use 'his' money to purchase stock and develop a farm. In October 1934, the Native Department official Latta sent the Board orders for six "very nice milking cows… and a bit of timber and iron to build a [milking] shed" which he had bought for Tuku, even though he was not sure if Tuku was "a unit" (meaning a recipient of government land development finance, which Tuku was not). He added that Tuku "is well spoken of by Pakeha neighbours as a very steady chap and these cows will go a long way to assisting him as he has a family of 11 children."[370] The Board agreed to pay, but criticised Latta for sending the bill as his instructions were only to report on the quality of the

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365 President to Registrar, 3 July 1931. Alienation file 3/8735. MLC, Whanganui.
366 Tuku Matakatea to Gilfedder, 9 March 1933. Alienation file 3/8735. MLC, Whanganui.
367 Tuku Matakatea to Gilfedder, 9 March 1933, and Gilfedder minute, 16 March 1933. Alienation file 3/8735. MLC, Whanganui.
368 Tuku Matakatea to Judge Harvey, 10 October 1933. Alienation file 3/8735. MLC, Whanganui.
369 Board minute, 9 March 1934; Registrar to Harvey, 13 March 1934; Registrar to Tuku Matakatea, 20 March 1934, and A. W. Allen Ltd, Levin, to Board, 27 March 1934. Alienation file 3/8735. MLC, Whanganui.
370 Latta, Levin, to Registrar, 21 September 1934, and Board minute, 26 September 1934. Alienation file 3/8735. MLC, Whanganui.

cows Tuku proposed to buy. As he was now farming, it offered to have Tuku "included as a unit using his own money."[371]

Tuku needed a little more help than that initially provided by Latta, who was advised a few weeks later that the Levin Dairy Company wouldn't take Tuku's cream until he concreted the floor of his milking shed, so funding was needed for this urgent work.[372] Latta recommended that Tuku be advanced £70 as a Native land development loan, valuing his existing improvements (buildings and fences) at £160.[373] The outcome is not known.

Tuku's brother, Marokopa Matakatea, had similar problems getting 'his' money out of the Board. In August 1926, Marokopa approached the Board President during the latter's visit to Levin to ask for £50 of 'his' money, which he understood the President had said he could have. When the Levin solicitor Acheson followed up on this request he advised that Marokopa had not received all of the £4 1s. 3d. of quarterly interest earned on the mortgage. The Board advised he had received only £1 12s. 2d. of the interest because the rest was needed to pay succession duty and title registration expenses. The President noted that the mortgagor declined to pay back any principal until required to do so in 1931, but he instructed his staff to "ascertain from Marokopa what he wants the £50 for."[374]

Acheson explained that Marokopa wanted the £50 to add a bedroom to his small house for his daughter (aged 13), as he felt she was too old to share the only bedroom with her four brothers. (He had bought the half-acre house site on McKenzie Street, Levin, from Miriama Tahi in 1918 for £30.) It is unclear why the Board had asked Marokopa why he wanted the money because it responded that no money could be released in any case, although the President advised him "the application can be renewed later."[375] It remained unclear what part of 'his' money Marokopa could access or when. Somehow, Marokopa then made direct contact with the President and persuaded him to pay for up to £40 of building supplies for the additional bedroom, with the money going directly to the supplier. This was to be deducted from the interest payments due on the mortgage.[376]

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371 Registrar to Latta, Hastings, 26 September 1934. Alienation file 3/8735. MLC, Whanganui.
372 Registrar to Latta, 10 October 1934. Alienation file 3/8735. MLC, Whanganui.
373 Latta, Native Department Loan form, 25 October 1934. Alienation file 3/8735. MLC, Whanganui.
374 Acheson to Board, 26 August 1926; Gilfedder minute, 28 August 1926, and; Board to Acheson, 30 August 1926. Alienation file 3/8735. MLC, Whanganui.
375 Acheson to Board, 31 August 1926; Registrar minute, 1 September 1926, and; Gilfedder minute, 1 September 1926. (On the purchase of the house site see unsigned and undated title history [c.1930]). Alienation file 3/8735. MLC, Whanganui.
376 Collier & Son invoice, 14 September 1926, and; President minute, 28 September 1926 (see also President minute, 10 March 1927 on Acheson to Board, 9 March 1927). Alienation file 3/8735. MLC, Whanganui.

That was not the end of Marokopa's financial woes, which soon extended to his solicitor Acheson. In March 1927, Acheson complained to the Board that Marokopa owed him £55 "for cash lent and money advances to pay his bills" but "had no means" of repayment. Acheson blamed Marokopa's "extravagant" wife for these debts. Acheson himself was now "very hard up," facing a summons for debt in the Magistrates Court and likely a month in prison, with other creditors yet to act. He had become "practically deaf," which had all but ended his legal practice. He sought an advance from the Board on the money it would receive when the mortgage was repaid. The Board replied that it could not advance any more money.[377]

Marokopa later took out mortgages totalling £175 against his house in the Levin township in order to renovate his home, but by 1930 he was "badly into arrears." The second mortgagee acted to exercise her power of sale, which was due to take place in May 1930, but Marokopa's solicitors arranged a one-month postponement while they tried to save the house.[378] Or, rather, solicitors who purported to act for Marokopa involved themselves in this matter. The Levin solicitors Blenkhorn & Todd only later revealed that one of the mortgagees was one of their clients, and it appears to be her interests they were more concerned to protect than those of Marokopa.[379] They advised the Board he would need £200 to clear his mortgages and about £10 in rates arrears, and urged that it advance the money to him. They suggested the Board could secure this sum by way of mortgage, repayable from the £250 of Marokopa's money the Board held (due for repayment in March 1931).[380]

Marokopa's house was insured for £250 and the lawyers considered it was worth £300. The Board's Registrar was unconvinced, observing in May 1930: "I do not consider the native's equity is worth saving and I think the [mortgagee] sale should proceed."[381] The Deputy President did not respond until June. He wanted "first-hand information" and suggested the Registrar view the property and interview Marokopa, adding that another option was for the Board to buy the house.[382] Deputy President Acheson did not visit Levin until 19 August 1930, when the Board was sitting there. (This refers to Native Land Court Judge Frank Acheson, whose relationship (if any) with the Levin solicitor R. Acheson is not known to this writer.) The solicitors met him on 4 September, when he suggested the house be transferred to the Board in exchange for clearing the debts.[383]

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377 Acheson to Board, 9 March 1927, and; Gilfedder minute, 10 March 1927. Alienation file 3/8735. MLC, Whanganui.
378 Blenkhorn & Todd, Levin, to Board, 13 May 1930. Alienation file 3/8735. MLC, Whanganui.
379 Blenkhorn & Todd, Levin, to Board, 5 March 1931. Alienation file 3/8735. MLC, Whanganui.
380 Blenkhorn & Todd, Levin, to Board, 13 May 1930. Alienation file 3/8735. MLC, Whanganui.
381 Fordham to Deputy President, 19 May 1930. Alienation file 3/8735. MLC, Whanganui.
382 Deputy President to Registrar, 5 June 1930. Alienation file 3/8735. MLC, Whanganui.
383 Registrar to Blenkhorn & Todd, 31 July 1930, and; Blenkhorn & Todd to Registrar, 4 September 1930. Alienation file 3/8735. MLC, Whanganui.

No progress was made and on 30 October 1930 – nearly six months after urgently raising the issue – Marokopa's solicitors reminded the Board it was a matter of "considerable urgency to save the property" from mortgagee sale.[384] There was no urgency on the part of the Board: after inspecting the property the Registrar advised on 21 November 1930 that it was "not worth the amount of the mortgages and costs, approximately £190 to date." He estimated the value of the house and section to be only £130, mainly because:

> It is situated in the midst of a Maori Pa and would be useless for European occupation. I do not think Mr Blenkhorn can afford to proceed to the length of a sale by mortgagees as they could find no purchasers, and they would find themselves with an almost valueless… property on their hands. I suggest a compromise with the mortgagees.[385]

The Board decided to wait and see if Marokopa's solicitor, Blenkhorn, would blink first and advised: "If no move before February 26th [1931] forward file to Judge Gilfedder at Levin."[386] In January 1931, the Registrar advised the President that the property was not worth the debts registered against it and "is unsaleable, being in a Maori Pa." He again suggested offering the mortgagees a compromise of "say £130." The President responded on 25 February that he had seen the solicitor "but nothing done so far."[387]

In March 1931, the President told Marokopa that the long-awaited repayment by the Oriental Parade property owner to whom it had lent 'his' £250 of purchase proceeds was being deferred as the borrower "has had to get an extension of time" (the Board was generous with Marokopa and Tuku's money, giving the borrower another three years to repay). This meant any action the Board took to save Marokopa's family home in Levin would need to be funded by the Board until it could get the £250 back. Given the need to pay rates and legal costs, it now offered a compromise of only £120 to the two mortgagees to whom Marokopa was indebted.[388] This was merely an opening gambit; when the solicitors balked at the small sum, the Board's counter-offer was £155 (the principal sum of the two mortgages), with the President telling the Registrar: "Better use your discretion in an endeavour to come to a settlement."[389] The solicitors accepted the offer of £155 (thus foregoing about £40 owing in interest and legal and other charges),

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384 Blenkhorn & Todd to Registrar, 30 October 1930. Alienation file 3/8735. MLC, Whanganui.
385 Registrar minute, 21 November 1930. Alienation file 3/8735. MLC, Whanganui.
386 Minute, n.d. [c.November 1930] on ibid.
387 Registrar to President, 14 January 1931, and; President minute, 25 February 1931. Alienation file 3/8735. MLC, Whanganui.
388 President to Blenkhorn & Todd, 6 March 1931. Alienation file 3/8735. MLC, Whanganui.
389 Blenkhorn and Todd to Registrar, 7 March 1931, and President minute, 9 March 1931. Alienation file 3/8735. MLC, Whanganui.

although £7 19s. 4d. in rates remained to be paid.[390] The entire difficulty would never have arisen had the £250 been paid to Marokopa in 1926 instead of taken by the Board, ostensibly for his benefit.

That was not the end of Marokopa's troubles. In July 1931 he wrote to the Board of his dire straits and sought access to a fraction of 'his' money that was held by the Board:

> Dear sir, letting you [k]now how I am getting on and my family. We are getting very poor my family and myself, soon have no clothe[s] to wear. And we need some blanket[s] beside[s]. I have one boy missing his school because he had no clothe[s]. I had another boy could go to school soon [if] he get[s] clothe[s] and we need £10 for clothe[s], £5 for store, all we want fifteen pounds, please send £15. I can't get no work any w[h]ere, in Levin all farmer[s] don't give me work now, because they say no money to pay any labo[u]r, farmer use[d] to give me 2/- [two shillings] an hour last year. This year I ask 1/9 [one shilling nine pence] and 1/6 , 1/3, couldn't get work any w[h]ere, the last time I done work [was] in last January, this is the worst time I ever had. Please do me a favo[u]r for my family and myself.[391]

No reply is on file and it does not appear one was sent, for two weeks later Marokopa wrote again to the Board, this time in te reo Maori:

> E hoa, tena koe he tono atu kia koe kia tuku mai e koe he moni mamatou koaku tamariki hei hoko kai mamatou hei hoko kakahu momatou koaku tamariki e hoa koahau he tangata kaha kite mahi pakeha kua korero a Blenkhorn kia koe he tangata kaha ahau kite mahi pakeha tuarua he tangata kaore e kai pia tua toru kotahi taenga oku ki Levin i te marama he kore moaiho i etahi marama kote take imate ai ahau ite kore moni ehoa emohio ana koe kua kore he moni anga farma kua kore ratou e homai mahi maku mehemea etaemai ana koe ki konei katino kite koe ae etika katoa aku korero kite kore koutou te poari e whakapono kiaku korero whaka marama kia koe tuku mai heota kinga toa kai he ota kinga toa kakahu kia £7 10s. kite hapu kakahi kite tuku mai memoni kia £15. … Please pay for stamp.[392]

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[390] Blenkhorn & Todd to Registrar, 13 March 1931 and Levin Borough Council to Registrar, 19 March 1931. Alienation file 3/8735. MLC, Whanganui.
[391] Marokopa Matakatea, Levin, to Registrar, 2 July 1931. Alienation file 3/8735. MLC, Whanganui.
[392] Marokopa Matakatea to Registrar, n.d. [received 17 July 1931]. Alienation file 3/8735. MLC, Whanganui.

The Board did not translate the letter, but summarised its contents. It set out the "distress" of Marokopa and his family due to poverty and being out of work for a long time, as a result of farmers taking on very few hands during the Depression, and states that the solicitor Blenkhorn will vouch for his being a good worker. Marokopa pleaded with the Board for a further small instalment of 'his' money to pay for food and clothing for his family.[393]

The Registrar forwarded this to the President several weeks later, referring to "another letter from this native who seems to be in a bad way." He suggested that £200 could be released from the mortgage and paid to Marokopa as a monthly allowance, but the President crossed out this sum and pencilled in the strangely precise sum of £85 14s. 8d. for release to Marokopa, and referred the matter for consideration when he next sat in Levin.[394] It appears an arrangement was arrived at under which the Board would release some of Marokopa's money to pay for necessities. As a result, in September 1931, Marokopa sent an account for fabric and clothing totalling £27 18s. 11d. and asked the Board to pay, which it promptly authorised.[395]

Even so, the Board drew the line at expenditure that was incurred without its prior authorisation. When a Levin merchant submitted an order from Marokopa for goods to the value of £3 3s. 6d. (for food, candles, and soap), on the basis that "he has a Credit with your Board," the Board told the President it "did not authorise this expenditure," but Marokopa did the Board did hold £50 of 'his' money. The President was "agreeable to a maintenance allowance of 15s. a week" to paid "until the fund is exhausted."[396] Marokopa was now reduced to something akin the sort of 'rations' allowance the Government regularly doled out to a handful of 'destitute' Maori who had no other means of support.

His 'rations' allowance was not enough to cover expenses incurred by property owners, such as rates. In August 1933 the Levin Borough sent the Board a demand for £5 19s. 11d. for current rates and arrears.[397] In 1936, a further demand for £9 4s. 10d. in current rates and arrears was sent to the Board.[398]

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393 Board precis of letter [barely legible], n.d. [c.July 1931]. Alienation file 3/8735. MLC, Whanganui.
394 Registrar to Gilfedder, 27 July 1931, and Gilfedder minute, n.d. Alienation file 3/8735. MLC, Whanganui.
395 Marokopa Matakatea to Registrar, 4 September 1931, and Board minute, 8 September 1931, and Registrar to William Davie, Draper, Levin, 9 September 1931 (see also Board to W. Bull, Levin, 5 September 1931). Alienation file 3/8735. MLC, Whanganui.
396 Parker, Vincent & Co, Levin, to Board, 8 March 1931; Registrar to President, 9 March 1932, and; President minute, 11 March 1932. Alienation file 3/8735. MLC, Whanganui.
397 Levin Borough Council to Board, n.d. [received 1 August 1933]. Alienation file 3/8735. MLC, Whanganui.
398 Levin Borough Council to Board, n.d. [received 3 August 1936]. Alienation file 3/8735. MLC, Whanganui.

By 1938, the money received by Marokopa from the purchase of his land in 1926 was all spent. When the Levin Borough Council sent another rates demand in 1938 – having obtained a judgement in the Magistrates Court for £10 19s. 5d. against Marokopa for rates arrears – the Board replied that it held no money for Marokopa and could not pay.[399] A year later, the Council advised £9 9s. 5d. of the charging order remained unpaid and it notified the Board that Marokopa's house was to be sold to recover this sum.[400] The notice of compulsory sale was sent to the Registrar by the Maori Affairs solicitor as the title showed the land had been purchased by the Board under the 1913 Act (s.92), and left it to "take whatever action you deem necessary."[401] This refers to the Board's action in taking over the £155 Marokopa owed for the two mortgages against his property (at the time when the Board held £250 of 'his' money that could have been used for this purpose).

The Board referred the matter to a Native Department official based in Levin. He reported that Marokopa was still in his house – which "is not in a very good state of repair" – and was working for the Native Department. As he was now employed he "will make a payment next week off the debt out of his wages."[402] He evidently saved his house from being sold for the £9 of rates arrears, because he still owned it in 1947, but was again threatened by rates arrears of £29 1s. 3d. He was then living in Foxton (where he worked as a flax cutter) and told the Board he wished to transfer the house to his daughter so that she could pay the rates, "otherwise I may lose the place." He apparently needed the Board's consent to the transfer because its interest under the 1913 Act (s.92) (superseded by s.286 of the 1931 Act) was still registered against the title.[403]

In December 1947, the Native Department advised the Board that the house was now "condemned," but the large section had, with the agreement of the Tribal Committee, been subdivided to provide a building site for Marokopa's son, Ike Williams, "who is homeless and has a large family of seven." The other part of the section was for his daughter to build on, apparently after the existing house was demolished.[404] The two children would need to pay off the rates arrears and then take out separate housing loans for the two new homes to be built on the McKenzie Street section. Thus, the long-running saga that began with the Board's appropriation of Marokopa's money in 1926 finally came to an end.

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399 Registrar to Levin Borough Council, 15 September 1938. Alienation file 3/8735. MLC, Whanganui.
400 Supreme Court, 'Notice that Property will be Sold or Leased', Palmerston North, 29 August 1939. Alienation file 3/8735. MLC, Whanganui.
401 Maori Affairs Solicitor to Registrar, 6 September 1939. Alienation file 3/8735. MLC, Whanganui.
402 E. Mulcahy, Levin, to Registarr, 26 September 1939. Alienation file 3/8735. MLC, Whanganui.
403 Marokopa Matakatea, Foxton, to Registrar, 24 November 1947. Alienation file 3/8735. MLC, Whanganui.
404 Field Supervisor, Levin, to Registgrar, 9 December 1947. Alienation file 3/8735. MLC, Whanganui.

3.3 Statutory Paternalism and the Hanita Whanau

For many Muaupoko, the Board's paternalistic practices were imposed for most of their lives. Some of the Hanita whanau suffered under this for decades in transactions involving several titles. If the policy of doling out money as and when it was desperately needed, or in regular miserly 'maintenance' allowances, was intended to force Muaupoko to somehow learn something about managing the capital realised from their only asset (land) then that policy failed miserably. It instead created dependence and sustained nothing more than debt and impoverishment. This is evident from the sustained imposition of the Board's regime on the Hanita whanau, beginning with Kawau Rukuroa Hanita ('Ruku', also known as Ruku Paki) and his brother Mua o te Tangata Hanita in the 1930s. The same miserable policy was applied to their whanaunga Maunga Hanita and Ruarangi Hanita,

His troubles with the Board began in 1930, when it sold **Horowhenua 11B41 South E** (106 acres 2 roods 28 perches) to the large local landowner Hannan for £1,270. Ruku was a co-owner in the block with Mua o te Tangata Hanita (who died in August 1931 after which Ruku succeeded to his interests, which then included the purchase proceeds retained by the Board). The land had been under lease since 1910. A purchase attempt by Hannan in the 1920s was rejected by the Board, but in 1928 it confirmed a mortgage taken out against the title for £250 borrowed from Noel Thomson (a partner in the Levin solicitors Harper, Atmore & Thomson) for a term of five years at seven percent.[405]

The sale of the land was evidently connected to the owners falling into arrears on the mortgage, with the Board President observing: "Owners got money on mortgage. Mr Thomson submits facts and figures to show how these two Hanitas stand."[406] In February 1931 the Board stated it would hold the purchase money under the 1913 Act (s.92) and pay off the mortgage. When it did so in March 1931, it cost £288 2s. 2d. to release the mortgage, indicating little if anything had been paid off it since 1928. Other than an advance from Hannan of £20, the remaining £961 17s. 10d. of the purchase money was retained by the Board. The President took a dim view of what he viewed as the "profligacy" of Ruku and observed tartly: "It is possible that without this land they [Ruku and Mua o te Tangata] will be reconciled to steady work."[407] With the Great Depression starting to bite, steady work was scarce, besides which both men suffered prolonged, severe, and costly illness which in the case of Mua o te Tangata proved fatal.

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405 Board file cover sheet, 16 July 1930. Alienation file 3/8888. MLC, Whanganui.
406 Board minute, 26 February 1931. Alienation file 3/8888. MLC, Whanganui.
407 Board minute, 26 February 1931. See also Harper Atmore & Thomson to Gilfedder, 23 July 1932. Alienation file 3/8888. MLC, Whanganui.

The death of Mua o te Tangata in 1931 was the first of two main issues for Ruku and the Board to deal with, the second issue being another mortgage Ruku had taken out with the Public Trustee against another land title. Mua o te Tangata had (before his death) been entitled to half of the balance of the purchase proceeds retained by the Board (about £481) but before this could pass to Ruku as successor, the debts of Mua o te Tangata's estate had to be paid. The estate's debts included a hefty legal bill of £36 1s. 7d. from Harper Atmore & Thomson (covering four pages of detailed charges from August 1931 to April 1932). Their services had included lobbying the Board for sporadic payments from the retained purchase proceeds. The solicitors charged Mua o te Tangata and Ruku not only to ask the Board for the money but also for "attending receipt" of the money. They also paid a few small cash advances to Ruku, when he ran out of funds before his £9 monthly allowance was paid.[408]

The President balked at the charges and replied that "numerous items in the Bill of costs will not be admitted," adding that the balance of the purchase money (after the mortgage was paid off in September 1932) would be applied to the debts of Mua o te Tangata and Ruku.[409] The solicitors were "rather concerned" at this response and asked the President to consider their status as creditors, and emphasising the dire circumstances of Ruku:

> We have in dealing with Ruku always borne in mind your Honour's own warning as to his profligacy and have always been most careful in refusing to make any advances at all except in cases where we have been perfectly satisfied that the money was to be, and actually was, spent in food. We can conscientiously say that the amounts shown on our Bill were in fact spent on food, because in each case we made the necessary arrangements with the storekeepers.
>
> Your Honour recognises, we are sure, that there was a period when Ruku was really destitute. The Board eventually realised this and made him a monthly allowance of £9 for the purpose of providing food and clothing for himself and family. The advances shown on our bill, with one exception, were all made shortly prior to the period when the Board commenced to make the monthly allowance and when Ruku was to our personal knowledge in straitened circumstances.[410]

The sole exception referred to was £4 advanced to Ruku in August 1931 for tangi expenses, referred to on the bill as relating to the arrival of a group of whanaunga at Levin for the tangi with Ruku "had no food to give them."[411] The monthly allowance referred to began in 1932 and

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408 Account enclosed with Harper Atmore & Thomson, Levin, to Gilfedder, 20 July 1932. Alienation file 3/8888. MLC, Whanganui.
409 Gilfedder minute, 21 July 1932. Alienation file 3/8888. MLC, Whanganui.
410 Harper Atmore & Thomson to Gilfedder, 23 July 1932. Alienation file 3/8888. MLC, Whanganui.
411 Account enclosed with Harper Atmore & Thomson, Levin, to Gilfedder, 20 July 1932. Alienation file 3/8888. MLC, Whanganui.

is discussed below. In November 1932, the Board offered the solicitors £25 to settle the bill, which was accepted.[412]

The debts of Mua o te Tangata included medicines, doctors, and hospital bills. (Ruku and his children had also suffered from illness, leaving him with his own debts.) The Levin chemist Keedwell asked the Board for £3 17s. from Mua o te Tangata's estate (which the Board later paid) and £8 17s. 3d. from Ruku for medicines supplied. He noted that in addition to Ruku's "long illness (septic pneumonia)," his children had also been ill. He later submitted an overlooked account of £8 17s. 3d. owed by Ruku dating back to December 1931.[413] The sum sought by the Palmerston North Hospital Board for the treatment of Mua o te Tangata was an astounding £77 8s.; large enough for the Board to ask that it be reduced to £50. There was also £15 in succession duty demanded by the Native Land Court.[414] A Levin funeral director also submitted a very large account (£27 10s.), but the Board responded that the assets of the estate "are not attachable for debt" and it was prepared to consider claims "only if a considerable reduction is made." It later offered him £20.[415] A later statement referred to £6 5s. already paid by the Board to Dr Thompson for medical treatment, taking the total known liabilities it accepted to £120.[416]

As indicated by Ruku's prior failure to meet the mortgage repayments to Thomson he was in financial trouble before the land was sold, and being denied access by the Board to 'his' money did little to help. The Board released some of the purchase proceeds to Ruku in August 1931; a total of £84 being recorded by his solicitors (comprising £35 for unspecified purposes and payments of £30 and £19 for the costs of the tangi of M Mua o te Tangata).[417] As noted above, Ruku was "really destitute" in 1931, long before the Board acted, so his solicitors had also advanced him small sums. After sitting on the bulk of 'his' money for a year the Board observed in 1932 that as Ruku "is in destitute circumstances" it would give him "a maintenance allowance" of £9 a month "until such time as the mortgage due to the Public Trustee has been discharged."[418] This amounts to £108 a year, less than a quarter of the average wage (but about forty percent more than a widow's pension).

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412 Registrar to Presiden, n.d. [November 1932]. Alienation file 3/8888. MLC, Whanganui.
413 Keedwell, Levin, to Fordham, 30 June 1932. Alienation file 3/8888. MLC, Whanganui.
414 Palmerston North Hospital Board to Registrar, 13 May 1932, and; Registrar to President, n.d. [c.November 1932]. Alienation file 3/8888. MLC, Whanganui.
415 E. Webber, Levin, to Jordan, 14 May 1932; Registrar to Webber, 18 May 1932, and; Registrar to President, n.d. [c.November 1932]. Alienation file 3/8888. MLC, Whanganui.
416 Board Statement of Account, n.d. Alienation file 3/8888. MLC, Whanganui.
417 Account enclosed with Harper Atmore & Thomson, Levin, to Gilfedder, 20 July 1932. Alienation file 3/8888. MLC, Whanganui.
418 President minute, 12 January [1932]. Alienation file 3/8888. MLC, Whanganui.

The mortgage referred to above was taken out by Ruku (and perhaps Mua o te Tangata also) against **Horowhenua 11A6C** (39 acres 2 roods 28 perches). The land was leased to the local farmer and landowner McDonald, whose rent was to pay off the mortgage. The block was held on three leases with total annual rents of £106 (reduced during the Depression to £85).[419] Few details of the Public Trust mortgage have been located but it was for about £500 and was due for repayment in September 1933. The Board was supposed to use Ruku's money it had retained from the purchase of Horowhenua 11B41 South E to repay the mortgage in September 1932. This early repayment would presumably avoid further interest accumulating and perhaps he also hoped it would ensure he could receive his rental income as soon as possible, rather than rely on the Board's miserly monthly allowance. It failed to repay the mortgage in 1932. In late 1932 he was "put off the relief work" and was left with "nothing to live on." Worse yet, it appears that by November 1932 the Board had ceased paying him £9 of 'his' money each month, leaving McDonald to advance £10 for him, "mainly to the grocer for breach and butter" as Ruku had "very little to live on since the Board stopped the monthly payment."[420]

In any case the monthly allowance did not address the existing debts of Ruku, such as his debt to a chemist for medicines, and nor did it suffice to support his large family, particularly when he had been off work through a long and severe illness. As a result he incurred several debts in late 1932, such as £7 10s. 6d. and £1 2s. 6d. owed for groceries in October 1932.[421] He was later found to owe about £52 to various creditors (£14 9s. to Dr Thompson for medical services; £11 11s. to a dentist; £7 to a baker; £9 for tangi expenses, and; £20 to Levin Service Depot (probably for freight and transport)). His plight was aggravated by the Board's failure to use 'his' capital to clear his mortgage with the Public Trustee in September 1932, as it had promised. Until that was paid, all of his rental income from other lands was paid to the Trustee.

The Board reviewed the position of Mua o te Tangata's estate and Ruku's money in May 1932. It advised the President it was seeking to reduce the debts owed by Mua o te Tangata's estate. As the Public Trust mortgage was not due "until September next" (1933), it proposed to keep paying the £9 monthly allowance to Ruku until then, adding that if it was then found there was not quite enough money left in the account to clear the mortgage the Public Trustee would accept what they had to hand "and allow the balance to run on until satisfied by assigned rents."[422] The President had other ideas, responding:

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419 Board to Ruku Hanita, 1 September 1933. Alienation file 3/8888. MLC, Whanganui.
420 McDonald to Board, 4 November 1932. Alienation file 3/8888. MLC, Whanganui.
421 Ruku to Board, 13 October 1932, and; Yates Cash Stores invoice, 15 October 1932. Alienation file 3/8888. MLC, Whanganui.
422 Registrar to Gilfedder, n.d. [c.May 1932]. Alienation file 3/8888. MLC, Whanganui.

> It is better to retain sufficient money in hand to pay off the mortgage and get it assigned to the Board. This was the main reason for the Board's consent to the sale. If the Board pays off the mortgage and allows Ruku to hold the title he probably would try to raise money by again mortgaging the property. It would therefore be better for the Board to obtain a transfer or assignment of the mortgage from the Public Trustee and retain muniments of title.[423]

Not only could Ruku not be trusted with the purchase proceeds, now the Board had deemed him incapable of even holding title 'his' land. Rather than clear the mortgage, it wanted to hold it (just as it held what remained of Ruku's money), which would mean controlling the rental income, leaving Ruku without access to 'his' money or 'his' land. In any case, the block was under lease and any fresh mortgage against it could only be obtained with the Board's consent, so the President's attitude seems excessively patronising.

No action was taken for six months. In November 1932, the Board again reviewed the accounts. The figures indicate several payments must have been made earlier from the retained money that are not recorded in the Board's file. The figures given state that as of 30 September 1932 only £199 8s. 1d. remained of the £481 share of the purchase proceeds earlier withheld from Ruku. There was £413 15s. 5d. remaining of the share of Mua o te Tangata's estate. This was a total of £613 3s. 6d., indicating that almost £350 had been paid out. After allowing about £540 to clear the mortgage (including interest), there remained only £73 on hand, but the debts of Mua o te Tangata's estate and Ruku came to about £183 6s. 4d. These debts took precedence over the mortgage, which could be deferred until September 1933, but this left a shortfall on the mortgage debt (be met by rents presumably).[424]

The Registrar obtained reductions in some of the debts owed by Mua o te Tangata's estate. As noted above he succeeded in reducing those of the Hospital Board, the solicitors, and the undertake by a total of about £45, to a total of £113 17s. owed by the estate. He advised the President that the "balance in hand after allowing for the repayment of the mortgage to the Public Trustee" was about £56, so the Board was short by £58. He suggested the debts be paid in full and the mortgage not repaid until the Board has sufficient funds to clear it in full. This would not free Ruku from the Board's grip, however, as the Registrar suggested it then "take a fresh mortgage from Ruku for the deficiency, which will then be repaid out of the assigned

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423 Gilfedder to Registar, 13 May 1932. Alienation file 3/8888. MLC, Whanganui.
424 Working figures attached to Registrar to Gilfedder, n.d. [c.November 1932]. Alienation file 3/8888. MLC, Whanganui.

rents." The President approved this approach.[425] It was in line with his earlier insistence on maintaining the Board's grip on Ruku's affairs.

The Board then dealt with the Public Trustee, not with Ruku. On 6 February 1933, the Trustee agreed to accept annual repayments from the Board of £30 to reduce the principal and in return it would refund the balance of the rents to Ruku "after provision has first been made for payment of interest under the mortgage."[426] The difficulty then was that the lessee, McDonald, fell behind on his rent payments even though the rents had been reduced by 20 percent as a result of the Depression. He owed a total of £62 15s. to Ruku (meaning the Trustee). The Trustee agreed to McDonald's proposal to pay off these arrears over several years, leaving Ruku even more out of pocket.[427] In July 1933, the Board noted the total mortgage liability stood at about £530 but it held only £477 of the purchase proceeds withheld from Ruku in 1930 (leaving him with nothing and needing £53 of the rents McDonald owed him to pay the mortgage).[428]

In August 1933, the Trustee updated the situation, telling the Board the mortgage stood at £528 4s. 4d., but revealed that paying down the mortgage was now hindered not only by McDonald's failure to keep up his rents but also by the impoverishment of Ruku. The statement of account showed that the Trustee had to advance £2 2s. 3d. to a grocer, the goods having been supplied to Ruku on an order from the Board. The Trustee observed that Ruku "is without resources" and it intended to procure groceries for him each month to the value of £2 2s. 3d. (sufficient for the most basic of supplies; 100 lbs of flour, 70 lbs of sugar, baking powder, and tea).[429] The mortgage was paid out by the Board at the end of August 1933, which then held the title, leases, and insurance policies.[430]

Ruku remained reliant on the Board for access to 'his' money for some years; the purchase proceeds were gone, but it still controlled his rental income from McDonald. In 1935, it agreed to pay for some repairs to his house, on condition that the local Maori Affairs official Latta verify the work was needed and estimate its costs. Latta reported back that "both chimneys are in a bad way, more particularly the kitchen one which is positively dangerous to life and as regards fire."

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425 Registrar to President, n.d. [c.November 1932], and; Gilfedder minute, 3 November 1932. Alienation file 3/8888. MLC, Whanganui.
426 District Public Trustee, Palmerston North, to Board, 6 February 1933. Alienation file 3/8888. MLC, Whanganui.
427 District Public Trustee, Palmerston North, to Board, 17 March 1933. Alienation file 3/8888. MLC, Whanganui.
428 Registrar to Native Department, 5 July 1933. Alienation file 3/8888. MLC, Whanganui.
429 District Public Trustee, Palmerston North, to Board, 16 August 1933. Alienation file 3/8888. MLC, Whanganui.
430 Registarar to Ruku Hanita (Paki), 1 September 1933. Alienation file 3/8888. MLC, Whanganui.

The house also needed painting, repairs to weatherboards, and repapering; the work would cost a total of about £60.[431]

Ruku's circumstances remained precarious and he remained without access to the rents from his land, although the shortfall owed to the Board from discharging the mortgage in 1933 seems to have been cleared. In March 1936 he told the Board that he had been refused the Family Allowance (having applied after his work on the local Maori land development scheme had ended in 1935), partly on the basis of an assumed rental income from his land (Horowhenua 11A6C). This took his earnings in 1935 over £3 13s. per week, which was over the limit for the Family Allowance. As Ruku explained he never saw any of the rents, as they were assigned to pay off a mortgage (apparently one made by McDonald in January 1935 to enable Ruku to get clothing and blankets for his 10 children). He was cutting flax in Foxton but this was irregular work and not full-time as it was weather dependent so he earned only £2 10s. to £3 a week. In any case the flax mill was to close from April to August, leaving him with no income. The Board assured the Commissioner of Pensions that from its knowledge of Ruku, "this is a deserving case."[432] No more deserving than it had been in 1930, when the Board took control of the assets of Ruku Hanita.

Ruku Hanita and his whanaunga Ruarangi and Mangu Hanita continued to suffer at the hands of the Board and its paternalistic management of the proceeds of piecemeal land purchasing into the 1940s. In 1947 the large local land owner Ryder completed his purchase of **Horowhenua 11B41 South L** (45 acres 1 rood 8 perches) and **Horowhenua 11B41 South O** (64 acres 2 roods 39 perches). Ryder had been leasing the land and had been trying to purchase it ever since he began occupying it, with applications to the Board for piecemeal purchasing of undivided individual interests commencing in 1918 (the land had originally been leased to Hannan in 1910 but it appears Ryder soon acquired that lease). He tried again in 1920 but his application was dismissed by the Board in 1921 for want of prosecution.[433]

Ryder redoubled his efforts in 1941, offering £755 for both blocks first targeting the interests of Wiki, Ruku, and Ruarangi Hanita who held four-fifths of the interests in both blocks. The Board approved Ryder's purchase in 1942 despite the one-fifth interests of the remaining owner (Mangu Hanita) not having been purchased. The Board instead simply held on to Mangu's £156 share of the purchase proceeds until she gave in and signed Ryder's deed. She did not do so until 1947 but received no benefit from rising land values, although some interest seems to have been

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431 Latta, Levin, to Registrar, 12 February 1935. Alienation file 3/8888. MLC, Whanganui.
432 Ruku Paki, Levin, to Fordham, 30 March 1936 and; Board minute, n.d. Alienation file 3/8888. MLC, Whanganui.
433 Alienation file 3/9077. MLC, Whanganui.

paid as her share was later said to be £168.[434] In any case, the Board, as was its practice, retained the purchase proceeds of all of the owners to dole out as it saw fit.[435]

The Board's retention of the proceeds meant the sale did little to alleviate the poverty of the vendors who, after their land was sold, became the Board's beneficiaries. Before the Board could consider granting them any of 'their' money it had to draw on the proceeds to clear about £27 of debts owing for succession duty, succession fees, registration fees, and survey costs. Most of this was survey liens, and most of that was interest charged on the original survey costs from 1912 to 1942: the original lien was £5 15s. but the accumulated interest was £8 12s. 2d, taking the survey debt to a total of £14 7s. 2d.[436]

The main debts owed by the vendors were those of Ruku Hanita who was said in May 1942 to have been "plaguing the office" for his share of the proceeds as soon as the purchase was confirmed.[437] The urgency for Ruku arose from the numerous and (mostly) small debts he owed which dated back several years. The debts that lay behind the purchase were later said to comprise £235 13s. 11d. owed to 19 creditors, as well as £33 2s. 9d. owing to the Council in rates on five other blocks dating back to 1939.[438] At any rate, that was the working in figure in May 1942; a month earlier it had been £127 12s. 6d., but some of these debts were contested. The creditors included a doctor, agricultural suppliers, and sundry merchants. The Levin grocer, H. Keys, claimed that Ruku owed him £40 16s. 9d. but Ruku admitted only £15 of this and his solicitor backed him, which reduced the April total to £101 15s. 9d. before other creditors emerged and total soon neared £270 (as noted above). That included £3 3s. charged by Ruku's solicitor for dealing with the Board over most of the smaller debts.[439]

The Board's first priority was clearing these debts, not simply by paying them from the proceeds but instead treating the creditors much as an assignee might treat the debts of a bankrupt (even though Ruku's £278 share of the proceeds just exceeded his alleged total liabilities). In any case, the Board was not legally obliged to pay anything on behalf of its indebted beneficiaries so it

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434 Park & Bertram to Board, 16 September 1947, and Board minute 16 December 1947. Alienation file 3/9077. MLC, Whanganui.

435 Alienation file 3/9077. MLC, Whanganui.

436 Board to Park & Bertram, 4 September 1942, and; Chief Surveyor to Registrar, 21 July 1942. Alienation file 3/9077. MLC, Whanganui.

437 Registrar to Chief Judge, 8 May 1942. Alienation file 3/9077. MLC, Whanganui.

438 List of creditors with Registrar form letter to creditors, 25 May 1942; , and; 'Statement of rates owed by Kawarukuroa Hanita', enclosed with Horowhenua County Council to Native Department, 29 May 1942. Alienation file 3/9077. MLC, Whanganui.

439 J. Fullerton Gavin, Solicitor, Levin, to Registrar, 10 April 1942, and; Registrar to Chief Judge, 8 May 1942. Keys did not accept this reduction but noted he had received £8 3s. 4d. of late, and was prepared to accept £25 of the £32 he still claimed, but the Board stuck to the £15 accepted by Ruku (Blenkhorn & Todd, Levin, to Registrar, 20 June 1942, and Board minute, 3 July 1942). Alienation file 3/9077. MLC, Whanganui.

offered to pay a reduced sum to creditors and expected them to accept a discount on what they were owed. As it told one creditor, "it is a question of making a little go a long way." Tradespeople were to advised they were not to allow Ruku any further credit.[440] A stubborn creditor who claimed £75 but was offered only £50 by the Board said he would get the rest of his money out of Ruku's cream cheque, but the Board appeared to control that too. It then warned him:

> Our purpose in handling this matter is to clear Ruku of his financial troubles and if that end can't be attained we will not pay any of the debts and will leave creditors to whatever remedies they may have in which case we will hold the P.M. [purchase monies] protected under sections 549 & 550 [Native Land Act 1931].[441]

In this way, the Board's authority could be used to protect indebted Muaupoko, although prior to 1942 no evidence has been found that these specific protective powers were used. It may be that President Shepherd (who was simultaneously the Chief Judge, the Maori Trustee, and the Native Department Under-Secretary) was more proactive in this regard than his predecessors, whose attitudes towards Muaupoko left much to be desired.

Despite making this show of protecting Ruku, the Board's flurry of correspondence and threats achieved little. The Board caved into the largest creditor (the tenant claiming £75 in advance rents) and gave him £72 (rejecting only his claim to £3 of interest on the £72 debt).[442] Some among the numerous small creditors offered no discount while others offered very little (ranging from a few shillings up to about as much as 10 percent which in one case amounted to £3 8s. 5d. on a bill of £30 14s. 9d.). Despite some larger reductions on the Council's rates bill and a tenant who claimed large advance rentals from Ruku the total debt still stood at £235 16s. 11d., which the Board duly paid out.[443] (It should be noted the rates bill was reduced from £33 to £20 14s. 10d. not through any discount but through proper scrutiny of what was truly owed). This was almost all of what remained of Ruku's share of the purchase proceeds.[444]

Any funds remaining after debts were cleared would not be paid to Ruku but would instead be credited to his "loan account" (under the Maori land development provisions). The Board did,

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[440] Registrar to Chief Judge, 8 May 1942 and Board minute thereon, 14 May 1942; Native Department to Arcadia Bakery, Levin, 25 May 1942, and Board minute, 18 June 1942 on Dr Miller, Levin, to Native Department, 15 June 1942. His share of the proceeds is noted in Registrar to President, 24 June 1942. Alienation file 3/9077. MLC, Whanganui.

[441] President Shepherd minute, [25?] June 1942, on Registrar to President, 24 June 1942. Alienation file 3/9077. MLC, Whanganui.

[442] Registrar to Park & Bertram, 29 September 1942. Alienation file 3/9077. MLC, Whanganui.

[443] 'Statement of debts', n.d. Alienation file 3/9077. MLC, Whanganui.

[444] Board to Ruku Hanita, Levin, 3 Septemer 1942. Alienation file 3/9077. MLC, Whanganui.

however, decide "he may have a payment of £10 in cash as he must be having a fairly lean time."[445] The Board's twinge of sympathy for Ruku was short-lived: when it found out he had earlier succeeded in obtaining an advance from Ryder of £15 (Wiki and Ruarangi also obtained £3 each), it tried to cancel the authority to pay him the £10 cash noted above. Officials noted it was "too late" as the cash had been paid out before the Board's spiteful cancellation was received. The Board was critical of Ryder's solicitors (Park & Bertram) for allowing the £21 in advances, going so far as to warn them the Board might not honour such advances in future (in other purchases).[446] It was of course Ruku and his whanaunga who wanted – and were entitled to – the advances they obtained, just as they were entitled to the hundreds of other pounds paid for their land but which was instead retained by the Board.

That was not the end of Ruku's woes, as there was also some money owing from 1941 for accident repairs to his farm truck that cost £15. As he had no money to pay this but needed the truck for his farm a local Public Works Department official paid the account despite lacking the authorisation to do so. The official also took care of Maori housing scheme loans in the district and said he'd paid the account "to save Ruku Hanita from Court proceedings," and later sought repayment of this sum from the Board. In 1943, the Native Department's local Field Supervisor advised the Board the £15 would be charged to Ruku's land development loan.[447]

In June 1942 Wiki Hanita confirmed to the Court that most of her share of the proceeds (£138 13s. 4d.) was for renovations to her house and to repay an existing loan from the Board, but in the first instance she asked for an advance of about £20 to buy clothes, shoes, and blankets for her six children (aged from five to 15 years old). As with others of her whanau, such requests came through the solicitors Park & Bertram.[448] The Board reluctantly agreed to release the £20 "on the strict understanding, however, that the articles purchase must bear a reasonable relation to her means."[449] Her needs, and those of her six young children, were not referred to. The funds were not released until September 1942.[450]

When Ruarangi Hanita heard from her sister Wiki that the Board might release some of 'her' funds, she asked that she too have £20 to cover a draper's account. As with Wiki, this was approved, provided the solicitors controlled the transaction and the draper's account was

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445 Board minute, 14 May 1942, on Registrar to Chief Judge, 8 May 1942. Alienation file 3/9077. MLC, Whanganui.
446 Minute, 22 May 1942, on Park & Bertram to Native Department, 11 May 1942, and; Registrar to Park & Bertram, Levin, 5 June 1942. Alienation file 3/9077. MLC, Whanganui.
447 Field Supervisor Wallace to Registrar, 22 March 1943, and; Ruku Hanita, Levin, to Registara, 13 April 1943. Alienation file 3/9077. MLC, Whanganui.
448 Park & Bertram to Native Department, 18 June 1942. Alienation file 3/9077. MLC, Whanganui.
449 Registrar to Park & Bertram, 25 June 1942. Alienation file 3/9077. MLC, Whanganui.
450 Registrar to Park & Bertram, 10 September 1942. Alienation file 3/9077. MLC, Whanganui.

scrutinised before payment was made.[451] She too had to wait months for 'her' money even though the Board retained nearly £150 of it and she had no other current debts. Like others of her whanau she had to work through local solicitors to inveigle small sums of 'her' money out of the Board when necessary. For instance, in November 1944 she obtained £6 through Park & Bertram for groceries and a further £10 in December 1944. At that point, £110 3s. 5d. of 'her' money remained in the Board's hands and in March 1945 she asked for £16 from this to pay a draper's account. That appears to have been approved, and in November 1945 she requested a further £12 owing for clothing, which was paid out. The bureaucratic process was repeated in 1946 when £16 worth of clothing was bought by Ruarangi for herself and her children.[452] In 1947, a similar request was made for £26 8s. 11d. for clothing. The Board still retained £71 14s. 7d. of 'her' money but told her solicitors it was prepared to pay only £20 of this, suggesting she either reduce the purchase or pay the balance herself.[453] That was a bit difficult when the Board had 'her' money.

The final vendor, Mangu Hanita, did not agree until 1947 to the Board having signed away her interests in 1942. At that point, she entered the bureaucratic dance to get 'her' share of the proceeds. In December 1947, Mangu wrote to the Board from her home in Ratana, outlining her dire circumstances and ask for her money:

> Reasons. I am in pretty bad condition, have a family of 11, living with I are 7. My husband is slaughterman in Imlay Freezing Works, Whanganui, when over its seasonal work, his is a farm labourer to private farmers and also to the Aotea Maori Land Board farm units in Whangaehu.
>
> The eldest of the seven children I have is going to Turakina Maori Girls College, Marton. She won a scholarship at the Ratana Maori School, all the rest goes to R. M. S. [Ratana Maori School] excepting my baby who will be two years [old] on the 26th of this month. The high cost of living [is a] drain.
>
> The father, my husband George Harris, only last year signed his every land to his brothers through Tokerau Maori Land Court… his brothers are his administrators, not a thing he receives, it is only his wages he ever secures.

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451 Park & Bertram to Native Department, 27 July 1942, and; Board minute thereon, 30 July 1942. Alienation file 3/9077. MLC, Whanganui.

452 Park & Bertram to Board, 12 March 1945, 8 November 1945, and 26 September 1946; Board minute, 16 March 1945, and; Board to Park & Bertram 15 November 1945 and 4 october 1946. Alienation file 3/9077. MLC, Whanganui.

453 Park & Bertram to Board, 24 September 1947, and; Board to Park & Bertram, 21 October 1947. Alienation file 3/9077. MLC, Whanganui.

> Truthfully, I am the one whom the whole responsibility falls upon. … Send someone and find out just what [and] who am I like, how I live, the Family Allowance is a blessing to I for I myself I cut everything very fine for the sake of my little one. Come and see and send someone and find out personally. I am sincerely in need of your help.[454]

The Board told her that no money was available until it determined what charges were still owing on the land.[455] Five years after the purchase was made, it should have known that. While it dithered, her eleventh child had its second birthday on Boxing Day. By January 1948 the Board had realised that Park & Bertram had paid Mangu's £5 17s. 11d. share of the title charges in 1942 (probably to ensure their client, the land purchaser Ryder, could get clear title). This sum was offered to the solicitors who were pleased to accept it, and would be deducted from the balance owing to Mangu.[456]

By July 1948, Mangu had still seen nothing of her money, and asked Eruera Tirakatene, Member of the Executive Council Representing the Maori Race, to approach the Minister of Maori Affairs on the matter. Tirakatene reminded the government Mangu needed the money to assist her daughter at Turakina Maori Girls' College. The Minister referred the matter to his officials for a report, observing: "Education should be a good enough reason for the making available of money held by the Maori Land Board."[457] Up until then, no money had been paid to Mangu from the £162 2s. 1d. of 'her' money remaining in the Board's hands. The Board admitted it had simply filed Mangu's December 1947 request for the money and failed to follow it up with any distribution. Rather than actually release the funds, it undertook to transfer them to the Aotea District Maori Land Board in Whanganui for it to administer.[458]

The Aotea Board was no better than the Ikaroa Board when it came to distributing the money. Over a five-year period it paid out barely £30 to Mangu and still had £133 of 'her' money when it was disestablished. In 1953 she pleaded with the Registrar for some of the money to be sent to her to help her two eldest daughters, Jane and Ngapeka Harris who were boarding in Wellington: the latter was about to attend Training College (to become a teacher) and the former had been there but did not have the funds to complete her qualification. They were working but both found it "very hard to meet expenses, not being able to get suitable jobs in the weekend." Noting

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454 Mangu Hanita, Ratana, to Board, 11 December 1947. Alienation file 3/9077. MLC, Whanganui.
455 Board minute, 17 December 1947 and; Board to Mangu Harris, 8 January 1948. Alienation file 3/9077. MLC, Whanganui.
456 Registar to Park & Bertram, 8 January 1948, and; Park & Bertram to Registrar, 26 January 1948. Alienation file 3/9077. MLC, Whanganui.
457 E. T. Tirakatene to Minister of Maori Affairs, 14 July 1948. Alienation file 3/9077. MLC, Whanganui.
458 Board minutes 10 and 11 August 1948. Alienation file 3/9077. MLC, Whanganui.

there was £133 on hand, it was decided to release only £30 of this.[459] Whether that was sufficient to enable Jane Harris to complete her teacher training or for Ngapeka Harris to begin hers was not something recorded in the files, nor something that appeared to be of much concern to the bureaucrats concerned.

That was not the end of the Board's interference in the affairs of the Hanita whanau. The Board's sale of **Horowhenua 11B42A4A** (a Hokio Beach section of 3 roods 23 perches) to David McGregor in 1948 for £60 was conditional on the proceeds being retained by the Board under the 1931 Act (s.281), rather than paid to the vendor, Ruku Hanita whose circumstances had improved but little since the Board began interfering in his affairs in the 1930s. As Ruku had obtained an advance of £15 from the purchaser, the Board was able to retain only £45 of 'his' money, which it decided to dole out in a monthly "allowance" of £9, or just over £2 a week (meaning this pittance would be paid out for five months). The Board ordered that each month's allowance be paid in the presence of the Levin solicitors Park & Bertram. The Board failed to make the first three payments (for September, October, and November) until December 1948.[460]

This arrangement was not to the liking of Ruku, resulting in him returning the cheque for the first three months "allowance." A likely reason for his rejection of the Board's arrangement was that it was intended that the money went to pay off Ruku's enormous debt of £180, money loaned to him by a Levin man when Ruku was "in financial difficulties some time ago with tangi expenses; having lost several children within a short period." In addition to signing over his "monthly allowances" until January 1949, the lender understood Ruku would lease him other land he owned. He had instead cancelled the assignment of his allowance and the other land had been leased to "a Chinaman." The Maori Affairs Field Supervisor in Levin urged the Board to remind Ruku "in as strong terms as possible of his obligation" to the lender.[461] Ruku did not benefit from the Board's interference, any more than did his creditor.

Within a few years Kawaurukuroa Hanita was dead, and his immediate whanau remained in straitened circumstances. In March 1953, his widow Ritihira Hanita Paki applied for a life interest in what remained of Ruku's estate, which included the whanau home on **Horowhenua 11A4B1** (1 acres 2 roods 31 perches), as well as Ruku's interests in **Horowhenua 11B41 North A3A and A3B1** (43 acres 3 roods 38 perches), which had passed to their children as his successors. She

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459 District Officer, Wellington, to Mangu Harris, Ratana, 24 February 1953. Alienation file 3/9077. MLC, Whanganui.

460 Board minute, 5 August 1948, and; Registrar to Field Supervisor, Levin, 13 December 1948. Alienation file 3/9101. MLC, Whanganui.

461 Field Supervisor, Levin, to Registrar, 14 February 1949. Alienation file 3/9101. MLC, Whanganui.

outlined to the Court how little the whanau had left and her need for a life interest in what remained:

> The house is in poor condition. The Board's Supervisor says it is not worth repairing. I have interests in Maori Land which produce about £16 per annum. No other assets. No money or Bank account. My Social Security benefit is £20 0s. 10d. per month and Family Benefit £8 13s. 4d. I have to keep the 4 children who are under 21. … I shall have to arrange to build a new home shortly.[462]

In addition to her income from welfare benefits, her children had succeeded to their father's rents from Horowhenua 11B41 North A3A and A3B1 amounted to about £100 a year and there were also interests in Horowhenua 11A6C2 produced rent of £130 a year as well as "other small interests" but she was unsure what revenue they produced. She asked for a life interest ("terminable on remarriage") in the homestead block and in the A3A and A3B1 title. Her children consented and the Court agreed.[463]

3.4 Statutory Paternalism and the Taueki Whanau

Several members of the Taueki whanau experienced a range of difficulties over many decades in getting the money due to them out of the Board. Given the frequency with which this occurred, the examples of this policy affecting them have been gathered together here, and in the following section (which looks at the specific example of Hema Taueki).

In 1922 Tuiti Makitanara (a Rangitane leader of Te Tau Ihu who had connections to Muaupoko and who moved to Horowhenua in the early 1900s, later becoming a Member of Parliament) helped Hema, Kekeke, Tame, and Hurihanganui Taueki obtain £60 of 'their' money from the purchase of the Horowhenua 11B36 Sections 1E6B1B and 1E6B2.[464] They needed the money to pay the £40 expenses of a succession case in the Appellate Court in Wellington, the £10 owed to Makitanara for acting as their agent in the lower Court, and £10 for the costs the Taueki whanau had incurred in attending a recent Court. The President agreed £15 could be paid from each brother's share of the proceeds (when they were received).[465]

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462 Otaki MB 65, pp.21-22. Alienation file 3/8283. MLC, Whanganui.
463 Otaki MB 65, pp.21-22. Alienation file 3/8283. MLC, Whanganui.
464 Kekeke Taueki appears to be a different person to Keke Taueki (referred to earlier in relation to landlessness). A press report of 1915 refers to Keke as "a young Maori of independent means" ('Civil Service Art Union', *Taranaki Herald*, 1 October 1915, p.2), whereas Kekeke is noted as still a minor in 1922 (see below) so they would appear to be two different men.
465 Tuiti McDonald, Levin, to President Gilfedder, 7 September 1922, and President's minute, 7 September 1922. Alienation file 3/8624. MLC, Whanganui.

(As an aside, it can be noted having to attend to Native Land Court business in other centres was an additional expense for Muaupoko land owners but it did not disadvantage them in every case. One remarkable exception that proves the rule was when Keke Taueki - "a young Maori of independent means" - had to be in Waitara for a Native Land Court sitting in 1915, he bought the winning ticket in a civil service "art union" lottery that sold about 8,000 tickets and raised over £400 for the Wounded Soldiers Fund. The prize was a new"Overland motor-car." It was reported that Keke already owned a car, such a possession then being relatively rare.)[466]

Returning to less fortunate members of the Taueki whanau in 1922, the Board's response was less positive when another of the whanau, Tame Taueki, wrote to the Board in November 1922, seeking £50 of 'his' money and explaining: "I am sadly in want of it on account of my marriage." The President was critical, noting on this request: "The land was sold on the pretence that the money was wanted to build a house."[467] The President was wrong; having confused Hema Taueki, who wanted his share of the proceeds to build a house (see below), with his brother Tame Taueki who was not building a house but needed 'his' money. A few days later, the Board advised that it held £89 19s. 8d. to the credit of Tame (with £250 due for the two blocks purchased in July 1922). In light of this the President relented: "I consent to the odd money being sent to Tame, leaving £50 in the hands of the Board."[468]

Just days later, when another of the vendors, Te Hurihanganui Taueki, sought £15 to pay for repairs to his cart as well as £2 10s. or £3 "for his own use," the President was again feeling less than charitable, instructing his Registrar:

> No order. Tame sold on the pretence of putting up a new house, and a condition of the sale by the others was that the purchase money should be invested by the Board. Better invest the sum of £1,000.[469]

The President had again confused Tame Taueki with Hema Taueki (see above) and, based on this error, groundlessly criticised the vendors. In any case, there was no 'pretence' of putting up a house, but there was a 'pretence' of payment on the Board's part; it had failed to obtain the purchase proceeds for the vendors, much less done anything with them. The Board's decision to invest the final payment of £1,000 was noted in its minutes of 27 July 1922, in the absence of any of the vendors. Nothing was said about this decision when Hema Taueki spoke to the Board two

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466 'Civil Service Art Union', *Taranaki Herald*, 1 October 1915, p.2.
467 "Tommy" Taueki, Levin, to Board, 3 November 1922, and Gilfedder minute, n.d. Alienation file 3/8624. MLC, Whanganui.
468 Gilfedder minute, 9 November 1922. Alienation file 3/8624. MLC, Whanganui.
469 Gilfedder minute, n.d., on Eparaima Paki, Weraroa, to Board, 20 November 1922. Alienation file 3/8624. MLC, Whanganui.

days before.[470] Present or not, the vendors had no say in the unilateral actions of the Board under the 1913 Act (s.92), and they can hardly be blamed (as they were by the President) when they asked for a tiny share of 'their' money.

Other written requests for expenditure deemed suitably sensible were usually approved, as when Kekeke Taueki (a minor) sought £40 to buy a horse and trap in 1922, but no transaction was ever straightforward; the Board agreed to pay only "on receipt of a certificate from Constable Bagrie that trap and horse have been duly delivered."[471] By 1924 the Board was feeling less co-operative; when an account for a horse, cart, and harness costing £50 was submitted on behalf of Kekeke, the Board told the supplied it knew nothing of the matter and declined to pay.[472] A few months later another request for the same sum for the same items was "declined."[473] Yet days later the Board agreed to pay £20 on behalf of Kekeke for a spring cart, black horse, and harness from a different supplier.[474]

It was difficult for Muaupoko to predict what the Board would or would not agree to let them spend 'their' money on. In 1924 it agreed to let Kekeke use £157 of the proceeds to purchase a Hokio Native Township lease.[475] Yet the Board refused to pay the very large medical bills of £45 6s. Kekeke incurred when he and his wife were in Palmerston North hospital for six weeks in 1923 suffering from typhoid.[476] The President minuted the solicitor's letter about the bills: "Request declined." This was on the basis that Hema Taueki had sworn he wanted the purchase proceeds to build a house.[477] This is absurd and irrelevant; Hema Taueki was not asking for the money and Kekeke Taueki was not building a house. A year later, when Kekeke's child died, the Board was at least willing to give him £5 of 'his' money for a coffin.[478]

In 1925, Kekeke's solicitor (R. Acheson) asked the Board to release what remained of Kekeke's share of the proceeds (about £80) to effect extensive repairs to his house. The Board deferred

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[470] Board minutes, 25 and 27 July 1922. Alienation file 3/8624. MLC, Whanganui.
[471] Kekeke Taueki, Weraroa, to Board, 20 October 1922, and; Board minutes 2 and 8 November 1922. Alienation file 3/8624. MLC, Whanganui.
[472] J. Entwistle, Weraroa, to Registrar, 26 June 1924, and; Registrar to Entwistle, 3 July 1924. Alienation file 3/8624. MLC, Whanganui.
[473] Kekeke Taueki account, 20 August 1924, and President's minute, 30 August 1924. Alienation file 3/8624. MLC, Whanganui.
[474] W. H. Rhodes, Weraroa, to Board, 1 September 1924, and President's minute, 2 September 1924. Alienation file 3/8624. MLC, Whanganui.
[475] Kekeke Taueki, Ledger. Alienation file 3/8624. MLC, Whanganui.
[476] Most of this was for hospital charges (£9 9s. was for "Marjorie" (Makere) Taueki's treatement at the hospital; £21 was for Kekeke's treatment) as well as £10 for a local doctor; £3 for a mattress, and £2 for medicine.
[477] Park & Adams, Levin, to Board, 21 September 1923, and; President's minute, 10 October 1923. Alienation file 3/8624. MLC, Whanganui.
[478] Kekeke Taueki note, 1 September 1924, and; President's minute, 2 September 1924. Alienation file 3/8624. MLC, Whanganui.

consideration of the request until the peripatetic President was next in Levin to personally inspect the house and assess the work. He eventually agreed with Makere Porotene (wife of Kekeke Taueki) on what work was to be done and approved the funding, provided the expenditure was supervised by Kekeke's solicitor, R. Acheson.[479]

On other occasions the Board's reluctance to release the purchase proceeds left Hema and his brothers not merely financially embarrassed but in a legally precarious position. In December 1922, the Levin solicitors Harper & Merton advised the Board they held a "considerably overdue" order signed by Hema and three of his brothers for the payment of a legal bill of £20 11s. 4d. from the funds retained by the Board. The fees related to an exchange of interests between them and Haare Taueki in Horowhenua 11B36 Section 1E6B2 in May 1922 and perfecting title. The Board had, as noted above, previously taken the costs of completing title (incurred by the vendors' solicitors) from purchase proceeds, but it was not about to pay he Harper & Merton account. The firm was told the order referred contravened the Native Land Act 1909 (s.210)[480] and could not be acted on, telling it to instead take "civil action against the natives concerned."[481]

At the same time, in 1923 the owners found they were also liable for another £23 6s. 2d. due to Park & Adams for the costs of completing title to the 23 acres purchased in 1922 (1B and 1E6B2). This included a survey lien and rates arrears.[482]

When Tame (Toka) Taueki sought to use 'his' money to build a house for he and his family on an acre he had obtained from his whanaunga Haare Taueki, he went through his solicitors in September 1923. They advised the Board of a builder's quote of £289 for the job but said Tame wanted a total of £350 (apparently including a payment for the section). The Board replied that it did not hold £350 on his behalf, but did not bother to clarify what it did hold (as of November 1922 it held £303 15s. to his credit) or what it would release for the house: all Tame got was a flat 'no'.[483]

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[479] Makere Porotene note and Gilfedder minute, 1 March 1926, and; R. Acheson, Levin, to Board,9 November 1925, 24 February 1926, and 4 March 1926. Alienation file 3/8624. MLC, Whanganui.

[480] This section of the Act deemed Natives incapable of disposing of interests in Native land or the proceeds or revenue from Native land, as such disposition was entirely in the hands of the Board.

[481] Harper & Merton, Levin, to Board, 5 and 18 December 1922, and Registrar to Harper & Merton, 19 December 1922. After the solicitors put the matter to Judge Gilfedder in Court in March 1923, he agreed the charges were reasonable and endorsed them. President Gilfedder then accepted the costs related to "putting the title in order" so they could be met from the vendor funds retained by the Board (Harper & Merton to Registrar, 12 March 1923, and Gilfedder minute, 17 March 1923). Alienation file 3/8624. MLC, Whanganui.

[482] Park & Adams, Levin, to Board, 23 March 1923, and; Registrar to Park & Adams, 23 April 1923. Alienation file 3/8624. MLC, Whanganui.

[483] Harper & Merton, Levin, to Registrar, 26 September 1923; President's minute, 1 October 1923, and; Registrar to Harper & Merton, 5 October 1923. Alienation file 3/8624. MLC, Whanganui.

Tame proceeded to build the house with other funds, but continued to seek some of 'his' money from the Board. In 1924 his builder, Pio Hurinui, asked for £3 13s. 4d. for timber Tame was obtaining from Tuku Matakatea at a cheaper rate than the local timber yard, and indicated further sums would be sought for other building materials in due course. The President declined to pay, preferring that the builder submit plans and specifications and tender for the whole job, rather than seek piecemeal payments as he went.[484] Pio duly complied with plans and a tender of £260 for the full job, which was submitted through Tame's solicitors who endorsed the quote and Pio's workmanship. That did the trick, and the funds were duly released, leaving a balance to Tame's credit of £11 5s. 10d., which the Board suggested could be used to buy a kitchen range.[485]

That was not the end of the Board's interference in the life of Tame Taueki though. In 1929 he asked the Board for money for repairs to his house, seeking to draw on 'his' rental income that the Board was also withholding. The Board insisted on further information, saying the house was less than five years old and should not need repairs. In any case, it refused to pay him more than £34, being one year's rental income, and asked his builder to agree to do the work for no more than this, and supply specifications for the work. If this was "deemed to be reasonable," the money would be paid to the builder and deducted from his rents.[486]

Of the Taueki brothers involved in this protracted extraction of purchase proceeds, Hurihanganui Taueki perhaps fared the worst, while also provoking severe but unjustified criticism from the Board. Hurihanganui lived in New Plymouth and first wrote from there to request some of 'his' money in January 1925, when he wanted £30 to pay off debts owed by his father "and thus clear my deceased father's name." The Board agreed to release the funds.[487] His next request for funds – sent on the very day the Board had agreed to the £30 – was for £390 (twice what the Board held for him). It was met with an angry rejection from the President, who minuted the Registrar on 6 February 1925:

> The Maori knows as well as you do that the Board never held that sum on his behalf. I object to so much of my time being wasted and public services utilised in posting files and papers about the country on the mere receipt of such a communication as this

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484 Pio Hurinui, Kawiu, letter, n.d. [received 6 June 1924]; President' sminute, 6 June 1924, and; Board to Harper & Merton, 9 June 1924. Alienation file 3/8624. MLC, Whanganui.

485 Harper & Merton to Registrar, 25 June 1924, and; Registrar to Harper & Merton, 5 September 1924. Alienation file 3/8624. MLC, Whanganui.

486 President Gilfedder, Wellington, to Tame Taueki, Levin, 19 March 1929. Alienation file 3/8624. MLC, Whanganui.

487 Hurihanganui Taueki, New Plymouth, to Board, 19 January 1925, and; President's minute, 29 January 1925. Alienation file 3/8624. MLC, Whanganui.

> where it is quite apparent that the wily Maori only wishes to convey to the Land Agent a false notion of moneys coming to him.[488]

It is a bit rich for the Board to criticise Horowhenua Maori for generating wasteful paperwork and postage expenses, when it was the Board that withheld 'their' money and treated them like children or criminals; making them jump through hoops to get what was already theirs, to the extent they had to pay solicitors to lobby more effectively on their behalf to obtain funds and then supervise the expenditure of those funds to satisfy the Board's overweening paternalism.

Hurihanganui was punished for having the temerity to ask for his money by being denied the opportunity to ask for any further portion of it. He would instead have it doled out to him at £1 per week (paid quarterly) as if he were some sort of impoverished beneficiary among the 'deserving' poor.[489] Hurihanganui was not informed of the Board's policy that those in receipt of this regular payment could not ask for any other portion of 'their' money, but he soon learned of it the hard way. In May 1926, he approached the President at Levin about a payment of £20 to buy "necessaries for himself and child," but was told to make a formal request in writing. He did so through one of his brothers (Hurihanganui seems not to have been literate) but that letter went to the pin-pricking Registrar, who instead of passing it on to the President told Hurihanganui to write again, this time to the President not the Registrar. He did so, through his solicitor (R. Acheson of Levin). The President duly replied that he was then in Dunedin and did not have the necessary documents with him, but would look into it when he returned to Wellington on 29 June 1926 (a month after the request was made). On the President's return he instructed the Board to increase the allowance to £1 10s. a week and, observing that interest of £20 had accrued on the withheld proceeds, said the interest could also be paid to Hurihanganui.[490]

One outcome of this patronising drip-feeding of purchase proceeds was that Hurihanganui had to call on the services of a solicitor to try and get 'his' money out of the Board. As a result he got into debt to his solicitor Acheson who, in 1926, took him to the Levin Magistrate's Court for unpaid fees of £6 1s. 4d. Hurihanganui called on another solicitor, Adams, to have the fees taxed by the Magistrate's Court. Adams called Acheson's fees "preposterous." The fees related to Acheson's efforts to get £30 out of the Board for Hurihanganui and an increase in his quarterly allowance. He told the Court he obtained £33 for his client and an increase in the allowance.

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488 Hurihanganui Taueki, New Plymouth, to Board, 29 January 1925, and; President's minute, 6 February 1925. Alienation file 3/8624. MLC, Whanganui.

489 Hurihanganui Taueki, New Plymouth, to Board, 29 January 1925, and; President's minute (no. 2), 6 February 1925. Alienation file 3/8624. MLC, Whanganui.

490 R. Acheson, Levin, to "Dear Judge [President Gilfedder]," 29 May 1926, and; President's minutes of 10 and 29 June and 1 July 1926. Alienation file 3/8624. MLC, Whanganui.

Adams told the Court much of the work done was unnecessary, including a trip to Wellington (at a cost of £2 2s.) when the money could have been obtained simply by writing a letter. As Acheson did not have the documents with him to substantiate his claim that the work was necessary, the Magistrate suggested a compromise payment of ten percent of the lump sum Acheson had persuaded the Board to release (the £33), which Adam agreed to but Acheson did not. The Magistrate then gave judgement for £3 3s. plus costs of £1 16s. In a rather bitter irony, the ten percent levied was the same as that paid for recovery of a bad debt.[491]

Hurihanganui Taueki had less luck with his request in May 1927 for £60 of 'his' money (there being £73 10s. 4d. remaining) to buy a Douglas motorcycle in New Plymouth. The request was made through the Levin solicitors, Park & Adams who, having seen the "machine in question… is in first class order," undertook to ensure the funds were properly spent. It did no good; the Board put him in his place, insisting that as Hurihanganui had a family to support, "the Board considers it to his advantage to continue the quarterly allowance" of £19 10s., rather than acquire a modern means of transportation.[492]

This paternalistic policy was applied in later years to other members of the Taueki whanau, including those entitled to the proceeds from the purchase of the undivided individual interests of Tame Taueki's seven children in Horowhenua 11A5E (86 acres) later in 1941. These interests had to first be partitioned out, which resulted in the awarding of **Horowhenua 11A5E1** (15 acres) to Hapeta Taueki, Makere Taueki, Moanaroa Taueki, Piki Maunga Taueki, Waata Kekeke Taueki, Kekeke Taueki, and Hohepa Te Pae Keneriki (the children of Tame Taueki, with Makere Taueki appointed as trustee). (This area was exchanged with Tame Taueki who thus obtained 10 acres 1 rood 22 perches in Horowhenua 11B36 Section 1B1 (80 acres). The minors' title was then purchased by Annie Blackburn of Khandallah for £500. The price was increased from her offer of £450, as the Board insisted on it being 10 percent over the Government Valuation.[493] Annie seems to have been a dummy buyer for A. F. Blackburn, a senior official in the Native Department.[494] Blackburn's purchase was confirmed by the Board in November 1941, but with an unexplained rider: this was subject to the proceeds being paid to the Board to be held under the Native Land Act 1931 (s.281).[495]

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491 *Otaki Mail*, 24 September 1926, p.4.

492 Park & Adams, Levin, to Board, 31 May 1927, and; Registrar to Park & Adams, 2 June 1927. Alienation file 3/8624. MLC, Whanganui.

493 Alienation file 3/9019. MLC, Whanganui.

494 The Board sent Annie's confirmed application to A. F. Blackburn, Native Department, on 20 August 1942. Alienation file 3/9019. MLC, Whanganui.

495 Alienation file 3/9019. MLC, Whanganui.

It is not clear from the file when or how the children got 'their' money from the Board, but they were certainly in need of it in 1943. It was then that Makere Taueki's solicitors (the ever-present Park & Bertram) wrote to the Native Department on behalf of her and her family (meaning the seven children) to obtain the purchase proceeds to build a new house on whanau land at Kawiu, as the house they had lived in at Hokio had burned down in April 1943.[496] The request was passed to the Board, which advised the solicitors that it held £462 7s. 2d. of 'their' money but, due to the war, "at present building operations are at a standstill." It sent them a copy of a Housing Application form for Makere Taueki and her husband to fill out.[497] That form was to obtain a housing loan, so it does not appear the money was to be released to house the children. The fate of 'their' money is not evident from the file.

The Board also retained the rents paid to the children and to other members of the Taueki whanau for leases of lands within the Taueki Consolidation Scheme in which they retained interests. In 1945, when Te Hurihanganui Taueki (and his wife Hutu Matiu) applied for a loan under the Native Housing Act 1935, it was noted he received about £58 in rents annually.[498] Between 1949 and 1953 various members of the Taueki whanau began to apply to the Board for 'their' money to be expended on a variety of goods, including clothing, shoes, hardware, and a pram, which resulted in officials making out orders for the merchants concerned for amounts ranging from £1 to £47, to a total of about £226.

3.5 Paternalism and Hema Taueki

The application of the Board's paternalistic policy of withholding purchase proceeds is exemplified by the example of Hema Taueki (whanaunga to Tame Taueki, referred to earlier). He held interests in several of the titles associated with the Taueki Consolidation Scheme and was involved in various purchases affecting these titles from the 1920s (before the consolidation scheme) until the early 1950s. In each case, the proceeds of these purchases were retained by the Board under s.281 of the 1931 Act and for decades Hema had to jump through a variety of bureaucratic hoops to obtain 'his' money in dribs and drabs over several decades. Even the use of 'his' money to pay off a housing loan – the *ne plus ultra* of approved expenditure in the Board's eyes – got entangled in years of bureaucratic bungling.

The Board's interference in the proceeds from the purchasing of the interests of Hema Taueki began in 1922, when it retained the £389 paid by Thomas Bevan of Levin (through his solicitors

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496 Park & Bertam, Levin, to Native Department, 2 September 1943. Alienation file 3/9019. MLC, Whanganui.

497 Registrar to Park & Bertram, Levin, 21 September 1943. Alienation file 3/9019. MLC, Whanganui.

498 Registrar, Whanganui, to Registrar, Wellington, 17 August 1945, and; Registrar, Wellington, to Registrar Whanganui, 23 October 1945. Alienation file 3/9019. MLC, Whanganui.

Park & Adams) for **Horowhenua 11B36 Section 1B3** (8 acres). Hema's 1/15th share was equal to £25 18s. 8d. When sending the balance owing to the Board for the interests of Hema, Tame, Keke, and Te Hurihanganui, the solicitors noted:

> Our reason for remitting this money on account is that the Taueki boys called on us today and seemed disappointed that the purchaser had until the 31st [of] December to pay the purchase money.[499]

Hema and his brothers were evidently in need of the proceeds and did not endorse the Board's willingness to give the purchaser months to pay what he owed. The vendors were going to have to wait quite a bit longer to get at 'their' money. For one thing, in February 1923 the solicitors wanted their charges of £14 14s. 11d. to complete the title deducted from the purchase money. The main item was a survey lien of £9 13s. 4. with the balance comprising rates and fees for succession orders.[500]

The funds of Hema Taueki that were retained by the Board for some time included his share of the proceeds from the 1922 purchase of the nearby blocks **Horowhenua 11B36 Section 1E6B1B** (11 acres) and **Horowhenua 11B36 Section 1E6B2** (23 acres) by the Levin farmers George Thompson and Thomas Vincent for £1,349, of which Hema's share was £337. Hema told the Board in Wellington in July 1922 that he wanted the money to build a house. He had no option but to agree that the Board could "hold the money and put up the house on Native Land." Without any other explanation, the Board (in line with its practice) also retained the purchase proceeds of the other owners to be invested by it on their behalf.[501]

Hema Taueki soon began seeking access to 'his' money, sending an account for £42 10s. for a horse and dray (cart) he had bought in Weraroa, and £2 10s. for living expenses. Aware he had to justify to the Board the spending of his own money, Hema pointed out the "spring dray" was "very handy and valuable to me" as he could save a lot of cartage costs for the timber and materials for his new house.[502] He followed this letter up by talking to the President in Levin and writing to the Board in September 1922, only to discover that the purchasers had yet to pay for their purchase. The Board, without reference to the vendors, allowed the purchasers to defer payment of the final £1,000 until 30 November 1922, although they had to pay interest of six

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499 Park & Adams, Levin, to Ikaroa District Maori Land Board, 13 November 1922. Alienation file 3/8635. MLC, Whanganui.
500 Park & Adams statement of account, 16 February 1923. Alienation file 3/8635. MLC, Whanganui.
501 Board minute, Wellington, 25 and 27 July 1922, and; Native Land Amendment Act 1913 Regulation No. 77 Form, 25 July 1922. Alienation file 3/8624. MLC, Whanganui.
502 Hema Taueki to Registrar, 17 August 1922. Alienation file 3/8624. MLC, Whanganui.

percent per annum on this. The purchase was not completed until 20 December 1922.[503] In the meantime, the Board sent Hema £26 9s. 8d. from other lands to his credit, well short of what Hema required.[504]

When the Board finally obtained the purchase proceeds Hema Taueki could begin to consider financing the house he wanted to build on Hokio Beach Road, Weraroa. He was to supply the building materials himself and initially sought only £53 to pay a builder to construct the three-roomed house and £8 5s. 1d. to a decorator to paint and paper it. Without any explanation, the Board minuted both accounts: "Declined."[505] Despite this, in July 1923 the Board did agree to pay out the sums of £16 and £76 for building materials, followed by £38 for "material" (apparently house-related) in November 1923.[506] Hema appears to have paid all the other costs related to building the house from other sources of money.

In December 1923, Hema Taueki (having completed building his house) asked the Board about the balance of funds it held for him and applied for some money to pay his accounts, being "food bills." Beyond this immediate requirement, he also needed £40 or £50 to buy furniture and paint for his new house, as well as blankets. Being already aware of the Board's paternalistic attitude to Maori expenditure, he invited the Board to ask the local police constable, John Bagrie, about the request to ensure it was above board.[507] In the absence of local departmental officials, Bagrie (himself a purchaser of Maori land) or other police were frequently asked by the Board and by the Native Department to assess the merits of Maori applicants to ensure their worthiness or rectitude.[508]

In response, the Board noted it held £107 "to credit of this Native." President Gilfedder noted he would look into the matter at the end of February 1924, when he would be in Levin and:

> I can make inquiries as to whether Hema Taueki is working or not and decide accordingly what is best to do so as to safeguard his interests and prevent him from squandering his money.[509]

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503 Board minute, Wellington, 27 July 1922; Park & Adams, Levin to Board, 29 August 1922; Board to Park & Adams, 8 November 1922, and; Board minute, 20 December 1922. Alienation file 3/8624. MLC, Whanganui.

504 Hema Taueki to Registrar, 13 September 1922 and President's minute, 22 September 1922. Alienation file 3/8624. MLC, Whanganui.

505 Quote, n.d, Harold Hudson, Builder, Weraroa; quote, Henry Walker, Paper and Paperhanger, 20 May 1923, and; Gilfedder minutes, 4 June 1923. Alienation file 3/8624. MLC, Whanganui.

506 Hema Taueki, Ledger, Horowhenua 11B36 Section 1E2 and 1E6B. Alienation file 3/8624. MLC, Whanganui.

507 Eparaima Paki, Weraroa, to Mackay, 16 January 1924. Alienation file 3/8635. MLC, Whanganui.

508 See, for instance, Board minute, n.d., on Kekeke Taueki, Weraroa, to Board, 20 October 1922. Alienation file 3/8624. MLC, Whanganui.

509 President Gilfedder minute, 23 January 1924, on ibid. Alienation file 3/8635. MLC, Whanganui.

After his visit to Levin, Gilfedder agreed that Hema could now "uplift" the purchase proceeds from **Horowhenua 11B36 Section 1B3**, and on this basis argued "he does not require at present any of the money held under sec. 92/1913" (referring to the larger amount retained from Horowhenua 11B36 Sections 1E6B1B and 1E6B2)[510] The President also confirmed in March 1924 that the other vendors could have their money from the purchase of Section 1B3 as this was apparently not being withheld under the 1913 Act (s.92).[511] If so, no reason was given for the long delay (more than a year) in payment.

In May 1924, Hema asked for the balance of the money held for him:

> Now that my house has been completed I wish to use the rest of the money for the purpose of supplying me, my wife, and family with food, and also for the purchase of material for the erection of a fence nineteen chains [380 metres] surrounding my house.[512]

The Board was weary of dealing with repeated requests from Hema and other Maori for access to 'their' money and made a unilateral decision to grant Hema Taueki "an allowance of £1 a week till his balance is exhausted." At the same time it made a policy decision on all such applications and funds held under the 1913 Act (s.92):

> In future it will be better to notify applicants for sec. 92 money that nothing can be done when a weekly grant is being made and in other cases that applicants must lodge applications and also appear before the Court in their own locality. It is worrying and also expensive sending letters and wires regarding such wasters as the Reis, Tauekis and Paora Hirana down here. They could have seen me in Levin a few weeks ago but they are afraid to do so as I should ask the Constable for a report on them.[513]

The President was annoyed at the time and expense of dealing with annoying requests from Maori for 'their' money. In the past, the Board had resorted to referring such requests to the local police (in the absence of any Native Department officials in the district) to assess if the circumstances of those Maori making the request were sufficiently dire as to warrant being given some of their own money. In 1924, his new solution to such requests was not to pay Maori what they sought (much less what they were owed), but to refuse to pay them anything more than a miserly allowance of £1 a week. This is about the level of payments made to the handful of

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[510] President Gilfedder minute, n.d. [March 1924], on ibid. Alienation file 3/8635. MLC, Whanganui.
[511] Gilfedder minute, 3 March 1924. Alienation file 3/8635. MLC, Whanganui. Alienation file 3/8624. MLC, Whanganui.
[512] Hema Taueki, Levin, to Board, 13 May 1924. Alienation file 3/8624. MLC, Whanganui.
[513] Gilfedder minute, n.d., on Hema Taueki, Levin, to Board, 13 May 1924. Alienation file 3/8624. MLC, Whanganui.

destitute Maori around the country who qualified for similar grants from the government, mainly to keep them in food. Maori land owners were thus being treated like the desperate but deserving poor, not the recipients of hundreds of pounds of money paid for their land but withheld from them to be doled out as the Board saw fit.

The Board then retained £90 of Hema's money. It replied to him in June 1924, saying it "declines to make any advance out of the purchase money held to your credit" but would be "granting you an allowance of £1 per week payable quarterly in advance." It closed by dissuading him from any further pleas for 'his' money: "it is no use making requests to the Board for any further advance now that you are receiving such as quarterly allowance."[514] Understandably, that was the last that was heard of Hema for some time at the Board. It doled out his money to him at £13 a quarter until it ran out in December 1925.[515]

Further purchasing of the interests of Hema Taueki occurred in July 1939, when a half-acre of **Horowhenua 11B36 Section 1B2** (68 acres) was purchased by the lessee Stanley Read for £70 as the site for his farmhouse (on Kawiu Road West, just outside the borough limits). The 13 owners included Hema (who held one-fifth of the interests) seemed to have already become wary of the Board's interference in their affairs. In October 1939, Read's solicitors (Park & Bertram) informed the Registrar that they were aware it was "customary" for purchase money to be paid to the Board and they had advised Read of this. Despite this advice, the owners refused to sign the purchase deed until some money was paid to them, prompting Read to pay them £5. The solicitors apologised for this breach of 'custom' and asked the Board to excuse it, which it did.[516]

The other £65 of the purchase proceeds were withheld by the Board (court fees or other charges reduced the balance to £61 2s. 6d.). Hema's share of this sum was £12 4s. 6d. and in October 1941 he followed the example of his whanaunga Tame Taueki (see above) by asking the Board to release 'his' money to enable him to buy clothes for this family. A person no less than the Chief Judge approved the transaction, and an order for the sum was sent to the Wairarapa Farmers Co-op Association (to ensure the money was spent there).[517]

In 1951 the Board confirmed the purchase of three adjoining Taueki Consolidation Scheme titles, **Horowhenua A2C** (1 rood 24 perches), **Horowhenua A2D** (1 rood 24 perches), and

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514 Board to Hema Taueki, Levin, 23 June 1924. Alienation file 3/8624. MLC, Whanganui.
515 Hema Taueki, Ledger, Horowhenua 11B36 Section 1E2 and 1E6B. Alienation file 3/8624. MLC, Whanganui.
516 Park & Bertram to Registrar, 3 October 1939, and; Registrar to Park & Bertram, 16 October 1939. Alienation file 3/9362. MLC, Whanganui.
517 Hema Taueki to Registrar, 17 October 1941, and Registrar to Hema Taueki, Gladstone, 20 October 1941. Alienation file 3/9362. MLC, Whanganui.

Horowhenua A2E (1 rood 24 perches) from Hema Taueki by the Levin contractor George Lee for £600 (in excess of the Government Valuation of £465). The Board's confirmation was conditional on the proceeds being held under s.281 of the 1931 Act with the proviso that the money be applied to reducing Hema's housing loan and the balance "if any" used to improve his poor living conditions. Thus began the familiar saga of a Muaupoko owner trying to access 'his money to meet urgent needs but finding that these did not accord with the Board's view of appropriate expenditure.[518]

In the first instance, the Board imposed s.281 on Hema before clarifying his situation. It was only in November 1952 that it ascertained that the housing loan Hema was paying off was still in the name of his late wife Katerina Taueki, who had died in 1948. The Board refused to release 'his' money until the ownership of the house in Carterton was clarified. The stress of his plight may have contributed to Hema getting into a "brawl" that put him in hospital and cost him an eye. In the meantime, the house fell into disrepair and (in addition to the mortgage) needed money spent on it simply to maintain its value, and small sums were released by the Board to tidy it up. The local Maori Affairs Welfare Officer (Mrs Te Tau) was called in and she brought £25 of 'his' money to Hema to help with his immediate needs.[519]

Having lost an eye, Hema was put on a temporary invalid's benefit, which was reduced to only £3 3s. a week because he received some rental income from his Maori land interests. Yet he had been forced to use the rents to meet the instalments due on the housing loan that the Board would not pay off with 'his' money. It expressed concern that the house might pass directly to his children who it alleged "have drifted away from him and he may lose the house." As a result, the Board accepted that Hema was "dependent on funds in this office," and it was no longer "reasonable that any of these funds should be tied to [the] Housing Loan" as that was still in Katerina's name. In December 1952, it released £100 to him as a stopgap.[520]

Barely a month later, with his invalid's benefit about to end, Hema again called the Board for more money, as the £100 it had released had been spent on clothing for his children, clearing some smaller debts, and for living expenses over the holiday period. He was referred to Social Security for a continuation of his benefit until he could find work, but he was also facing legal costs in the Supreme Court over the fight that cost him an eye and had a grocer's account of £30 to pay. The Board relented and released another £178 of his money to sustain him until he found

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518 Alienation file 3/9446. MLC, Whanganui. Hema Taueki, Levin, to Board, 13 Mary 1924. Alienation file 3/8624. MLC, Whanganui.
519 File note, 27 November 1952. Alienation file 3/9446. MLC, Whanganui.
520 File note, 15 December 1952. Alienation file 3/9446. MLC, Whanganui.

whatever work a one-eyed man could get in Carterton, but said the remaining £300 in his account would be retained until the ownership of the house was resolved.[521]

Like his whanaunga (see above) Hema Taueki also endured the rents from his land being retained by the Board to be expended on purposes of which it approved. In October 1953 he sought a payment from the Board of 'his' money to pay for clothes and living expenses for he and his wife. An official remarked that rents from other land were being used to pay a housing loan and that "Hema still able to do little work"; factors that appeared to warrant the Board agreeing "to give him £100" from the funds it retained for him.[522]

In 1954, the interests of Hema Taueki in **Horowhenua A1A and 1AB** (amounting to 14 acres out of the 77 acres in both titles) were purchased by the lessee George Lee for £1,250. The Court confirmed the purchase in March 1954, on condition that the proceeds be held by the Maori Trustee for repayment of the housing loan with "balance held under Sec. 281/1931."[523] A later file note indicates there was in mid-1954 about £361 owing on the Carterton house and after this was discharged the Trustee retained £889 of Hema's funds. (About another £1156 of the earlier purchase proceeds from 1951 also seem to have been applied to the loan of £477.) He was still on an invalid's benefit, receiving £15 a month, in addition to which he was also receiving rental income from his remaining lands in the Taueki Consolidation Scheme (about £80 each year). In August 1954, the Trustee approved the release of another £100 of 'his' money to Hema.[524]

The Court and the Trustee paid off the housing loan on the property at 1 Garrison Street, Carterton (in which Hema was living), despite still not having clarified the ownership; an issue the Board had identified in 1953 as the critical first step. It was only in August 1954 – after the housing loan had been paid off using the funds held on Hema's behalf – that Maori Affairs realised Hema and Katerina Taueki's daughter, "Mrs Tom McGregor" (who then lived in Gladstone) would not agree to the house being transferred to Hema, even though (as the Department pointed out) he had paid off all but about £70 of the housing loan and he "has also spent money on doing the place up." Regardless of what she thought, the Department advised her it intended to transfer the property to Hema unless it heard from her within two weeks. In an appended file note, officials acknowledged the total of £477 of Hema's purchase proceeds should not have been used to pay off the loan until the ownership was settled, noting: "Unless

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521 File note, 19 January 1953. Alienation file 3/9446. MLC, Whanganui.
522 File note, 30 October 1953. Alienation file 3/9019. MLC, Whanganui.
523 Otaki MB 65, pp.165-166, and; District Officer to Park, Bertram & Cullinane, Levin, 11 May 1954. Alienation file 3/9100. MLC, Whanganui.
524 File note, 19 August 1954. Alienation file 3/9100. MLC, Whanganui.

the family agree to the title being transferred to Hema, his purchase money cannot be used to pay off the debt."[525]

By January 1955, it was evident the house was not going to be transferred to Hema Taueki, and he was informed that the £470 paid on the house loan from his funds would be returned to him, unless he could confirm that all his children had signed an agreement to transfer the house to him. He was advised that, other than the £470 in question, the Trustee retained about £700 of 'his' money, adding: "No doubt you will need to use some of this money for living expenses."[526] Hema did indeed need some of 'his' money to meet living costs; it was noted that he had returned to the workforce "but health prevented continuance" and he had returned to the Social Security benefit, but had some debts to meet and needed to fence one of the boundaries of the Carterton property. Accordingly, £60 was released, although an official "told him to get things sorted out" regarding investing some of his money even though it was admitted "he would have to make provision for living expenses."[527]

In July 1955, Hema decided to return to live in Levin, leaving the Carterton house to be occupied by one of his daughters and her family. She became liable for paying for the house and the £477 of Hema's money that had gone into it was returned to him, leaving him about £1,100 in credit, but still without access to 'his' money. He intended to renovate a house he owned on Pariri Road and live there.[528] As of February 1956, he still had to write to Maori Affairs to request disbursements of small sums of 'his' money, be that for house repairs or for money needed for living expenses.[529] It is not evident from the file when he obtained the rest of 'his' money or if he ever did.

3.6 Statutory Paternalism After 1953

The Maori Land Board system was disestablished by the Maori Affairs Act 1953, and the paternalistic functions of the Board in relation to the proceeds of land alienation were delegated to the Maori Trustee who, under s.231 of the 1953 Act, was in charge of all proceeds from the alienation of Maori land, subject to the direction of the Maori Land Court on how any sum in excess of £100 was to be expended. (The Act did not come into force until 1 April 1954.) In practice, little changed except the name of the paternal figure to whom Horowhenua Maori had to apply for approval to spend 'their' money: it was now the local Maori Land Court Judge rather

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525 District Officer to Mrs Tom McGregor, Gladstone, 23 August 1954, and file note, 23 August 1954. Alienation file 3/9100. MLC, Whanganui.
526 Assistant District Officer to Hema Taueki, Carterton. Alienation file 3/9100. MLC, Whanganui.
527 File note, 24 March 1955. Alienation file 3/9100. MLC, Whanganui.
528 File note, 7 July 1955. Alienation file 3/9100. MLC, Whanganui.
529 Hema Taueki, Hokio Beach Road, to Maori Affairs, 14 February 1956, and; District Officer to Hema Taueki, 24 February 1956. Alienation file 3/9100. MLC, Whanganui.

than the Board President (who had, in any case, also been the local Judge). The patronising treatment of Horowhenua Maori land vendors thus continued must as before.

For instance, in 1955 when **Horowhenua 11B36 Section 3H3A** (5 acres 22 perches) was purchased from its sole owner and resident, Kahukiwi Matakatea, by Sue Yee Wah (a local market gardener) in June 1955 for £600, the Court ordered that the balance (after allowing for survey and registration costs initially estimated at £64) was to be held "for payment to vendor or otherwise for her benefit." In this case, the latter option – to hold the proceeds ostensibly "for her benefit" – was selected. In July 1955, "the beneficiary was advanced £250" and just a month later she wrote from Mangaweka to plead for £70 of 'her' proceeds, "as I am in urgent need of the money." Officials queried if she should be asked "for more details" about her request but decided against this and paid the sum requested. Following other small payments, by December 1955, the Trustee retained £157 15s. of the proceeds. Kahukiwi sought another £100 of 'her' money, but the survey of her title (awarded on partition in 1953) had still not been completed and the Trustee was reluctant to release £100 until survey costs were known. It was decided she could have £80 out of what remained, retaining £77 to cover survey and registration costs, with any excess to be paid out once the costs were final.[530] It was a slow and painful process.

Haupo Para Matakatea ("Mrs Rudd"), the sole owner of the adjoining title of **Horowhenua 11B36 Section 3H3B** (9 acres 22 perches), had more difficulty obtaining the proceeds from the purchase of her title. In 1955 the land was leased to Thompson Tukapua of Levin at the high annual rental of £41 2s. 5d. Despite this, barely a year later the purchase of the land by Lloyd Tyree for £650 was approved by the Court in 1956. This was the work of the Maori Trustee, who was acting as "Statutory Committee" for Haupo to whom her affairs had been entrusted for a time due to ill-health. It was not until May 1957 that distribution of the proceeds to her was arranged, as a range of deductions had to be made before she saw any of the money. These included:

£10 contribution towards survey of her 1953 title (the other £50 being paid by Tyree);
£55 advance paid by Tyree;
£100 to refund Rolston (who appears to have sought to purchase the land, having acquired the adjoining Horowhenua 11B36 Section 3H3C block), and;
£5 5s. to refund Rolston's solicitors for their costs
£10 for Maori Trustee's commission

[530] Alienation file 3/9556. MLC, Whanganui.

She would also have had to pay the legal expenses of the solicitors (unquantified in the file) who were engaged in an effort to obtain 'her' money from the Maori Trustee. As with the adjoining block, the delay in survey hindered the distribution of the purchase proceeds. In this case, the Trustee initially declined to distribute any money until the survey was complete and its cost known, but relented in May 1957 when he agreed to pay most of the money. Before this, as early as March 1957, Haupo (by then out of hospital) was concerned about a range of debts totalling about £106 mostly for food and clothing but also including an ambulance trip and her phone bill. At the end of April 1957, Tyree's solicitors urged the Trustee to help "avoid any worries" to Haupo, who was "fretting about payment of these accounts." By May, the Trustee had released only £35 to her for what he deemed her "immediate needs," undertaking to pay the balance "soon." He declined to clear her debts with the purchase proceeds, on the basis that those proceeds "came in" after she returned home from hospital.[531]

The standard retention of purchase proceeds was evident when **Horowhenua 11B41 North A1E2B** (222 acres) was sold to the large Levin landowner Ian Ryder for £5,555 in 1958 (while he was lessee). When confirming the purchase the Court directed that the interests of several owners be paid to the Maori Trustee and held on trust to be used for purchasing a house. In 1959, Maori Affairs proposed that Ngamiraka Nahona use £500 of her £805 share of the purchase proceeds to purchase a section. The Court approved this on condition that the balance of the proceeds was applied towards building on the section or, it suggested, the house could be built with a loan and the remaining £305 used to buy furniture.[532]

A related owner, Areta Nahona, applied to the Court in March 1959 for access to a portion of her share of proceeds (being £846 11s. 7d.) as she needed some money "for the maintenance of myself and my two children." At the time she had some small debts she wished to pay off using 'her' money, but when her application came before the Court she did not have the accounts with her. As under the Board's regime, it was up to Horowhenua vendors to jump through some bureaucratic hoops to access 'their' money, with Areta calling on her solicitors (Park & Cullinane) to successfully lobby the Court for the money (£42 owing to a butcher and £19 owed for car repairs), plus about £5 to cover their costs.[533]

Another owner in the same block, Timi (James) Te Karu (one of four successors to Rangimarie Te Karu) had to wait some time for his share of the purchase proceeds (a one-quarter share of the £308 paid for Rangimarie's interests). Despite inquiries to the Court from a Maori Affairs Housing Officer in February 1959, it was not until October 1959 that Maori Affairs was assured

[531] Alienation file 3/9554. MLC, Whanganui.
[532] Alienation file 3/9609. MLC, Whanganui.
[533] Alienation file 3/9609. MLC, Whanganui.

by the Court there was "no reason" why the money could not be released. The matter had long been urgent for Timi as he was "in considerable arrears with his housing repayment," so the department was eager to get at 'his' money.[534]

The history of the proceeds from the 1955 purchase of the interests of Puhipuhi Hori Te Pa (Puhipuhi Tukapua) in **Horowhenua 11B41 North B2B** (165 acres) also related to housing costs. In 1955, the local farmer and large land owner Ian Ryder Limited applied to lease the land for an annual rental of £1 10s. per acre (about £248 a year, indicating a capital value of just under £5,000). At the same time Ryder applied (through the enduring Levin solicitor Park) to purchase the interests of Puhipuhi Hori Te Pa (who held one eighth of the title) for £450. When this was called for hearing, Rangi Haruru Ruru (who held half the interests in the title) said the owners had agreed any sales should only be to other owners. The Court appeared to endorse this, and observed in 1955: "It appears in her [Puhipuhi's] interest to sell and get housing deposit." Accordingly it ordered that her interests be transferred to Rangi Haruru Ruru for £450, provided that £100 was paid to the solicitors Park and Cullinane (half for rates and half as a refund to Park), and £350 was paid to the housing account of Puhipuhi.[535]

The Court's order was something of a nonsense, as Puhipuhi Hori Te Pa had cancelled her housing account in April 1954 (having paid off the £135 price of a section she had bought), so there was nothing to pay the £350 balance into.[536] By April 1956 she said she wanted to spend the money on was renovating her existing (and "very old") house in Reeve Street, Levin. The that would be done by her husband, Mr Tukapua, a carpenter, with the materials paid for from the purchase proceeds. The Court was later told:

> These people need better housing. Their present old abode is on the verge of condemnation and it would not be economic or prudent to repair.[537]

Whether or not the house should be renovated by Mr Tukupua was no longer he and his wife's decision to make as the money needed to do the work had been taken from their control.

In May 1956, the Court varied its order to provide for the £350 to be held by Park and Cullinane to pay for house renovations, releasing money for building materials as and when the work was done by her husband, Mr Tukapua (a carpenter). In December 1956 the solicitors complained that the house was not being renovated but "they had been continuously bothered with requests

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534 Alienation file 3/9609. MLC, Whanganui.
535 Otaki Minute Book 66, pp.77 and 115-116. Alienation file 3/9606. MLC, Whanganui.
536 District Officer to Judge Jeune, 4 June 1957. Alienation file 3/9606. MLC, Whanganui.
537 Memorandum for Judge Jeune, 10 January 1957. Alienation file 3/9606. MLC, Whanganui.

to release the money for other purposes." In response, they returned £342 6d. of the money, later explaining the other £7 19s. 6d. had been paid to Puhipuhi "to cover urgent hospital expenses" for her new-born baby, she being "in desperate need." Despite this, they had expected her to refund the sum as the expenditure was not for an approved purpose "but of course [she] did not do so." (Any interest earned on the balance seems to have been pocketed by the solicitors.)[538]

A Maori Trustee official was "not very happy" about what he saw as a "breach" of the trust under which the solicitors held the money. He did not refer to the circumstances of Puhipuhi and her baby, much less the fact that it was 'her' money and she should not have had to beg Court-appointed solicitors for access to it. On the other hand officials had no qualms about taking £3 5s. of 'her' money to pay conveyance duty and Court fees.[539]

It was only at this point that it was revealed that Puhipuhi's had initially wanted to use the money to fund a drainage contract her husband had tendered for. When he was not awarded the contract the Court decided that, rather than letting her decide what to with the money, it should be applied to housing. She and her husband decided against renovating their house as he secured a government drainage contract and wanted to use the money to pay his workers until the contract was paid out on completion. As the Court had locked the money away for housing he had to instead take out a short-term mortgage of £450 from a local wool buyer, but was caught by the gap between when the mortgage fell due (December 1956) and when the contract was to be paid out (January 1957). The Court declined to act unless Park and Cullinane – not Puhipihi – applied to vary the order.[540] It was at this point those solicitors walked away and returned the money to the Maori Trustee. It is not known how, or if, Puhipuhi and her husband repaid the mortgage.

In March 1957 the Court made a further order directing the Maori Trustee to invest the remaining funds for Puhipuhi until it was needed for house renovations or as a deposit for a new house built under a Maori Affairs housing loan. It also insisted the interest was to be accumulated, "not paid to the beneficiary."[541] It is not known if or when Puhipuhi and her husband either repaired their house or obtained a loan for a new house.

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538 Assistant District Officer to Hata Ruru, Whanganui, 13 January 1956; L. Royal to Judge Jones, 9 January 1956; District Solicitor to Judge, 30 April 1956; Park & Cullinane to Maori Trustee, 10 April 1957, and; District Officer to Judge Jeune, 4 June 1957. Alienation file 3/9606. MLC, Whanganui.

539 Administrative Officer to District Officer, 18 April 1957 April 1957, and; Court to Maori Trustee, 28 February 1957. Alienation file 3/9606. MLC, Whanganui.

540 Memorandum for Judge Jeune, 18 December 1957, and; minute thereon, 19 December 1956. Alienation file 3/9606. MLC, Whanganui.

541 District Accountant memorandum, 3 April 1957, and; District Officer to Judge Jeune, 4 June 1957. Alienation file 3/9606. MLC, Whanganui.

Housing needs were also the reason for the Court ordering the retention by the Trustee of the proceeds from the 1955 purchase of **Horowhenua 11A6A2** (22 acres 3 roods 34 perches) from the sole owner, Rangi Piripi King, by William Whelan for £2,140. (Whelan had been leasing the land since 1939 for an annual rental of £57 (based on the very low valuation of £1,125.) The Court directed that the balance of the proceeds (£150 having been paid by Whelan to Rangi as an advance) be held by the Trustee to pay for a house to be built on land owned by Rangi's wife (Arohanui Piripi Kingi) on Hokio Beach Road. What this meant in practice was that Rangi and Arohanui would need to obtain a housing loan through Maori Affairs, but they did not even have a current housing application with Maori Affairs. Given that there was £1,990 of 'his' money available to build a house, and she owned the building site, they scarcely needed a loan. In January 1957 he sought access to 'his' money to get a house built but the District Officer told him the money had to paid "only in such a manner as directed by the Court." He was advised to get building advice from Maori Affairs advice before doing anything and warned that given the Court's direction, he would need "to put very firm and satisfactory proposals" to the Trustee before it would approach the Court.[542]

[542] Alienation file 3/9335. MLC, Whanganui.

4. The Results of Title Fragmentation

The extent to which Muaupoko lands were excessively fragmented as early as the dawn of the twentieth century has been noted in the existing research, as have some of the impacts of that title fragmentation such as the necessity for title consolidation (in the form of the Taueki Consolidation Scheme).[543] The extent of title fragmentation is also evident from the approximately 600 titles into which the residue of Muaupoko's Horowhenua lands were partitioned, and partitioned again and again through the twentieth century. The focus here is on the most obvious impacts of title fragmentation on the land titles themselves. It should be borne in mind that each title was, while it remains (or remained) in Muaupoko ownership, subject to another form of fragmentation, which is the fragmentation of shares through generation after generation of the Court's succession regime. This results in crowded but small titles with large numbers of owners holding fractional shares. This is an ongoing problem for the owners of the remaining Muaupoko lands, and one that they are best placed to speak to. Some of the impacts of crowded titles are noted below, but the focus here is on three significant impacts of title fragmentation and the Court processes that cause it: landlocked land, uneconomic titles, and survey costs.

4.1 Landlocked Land

Landlocked land is a significant issue for many Maori land owners. In the case of Muaupoko, it is not only an issue for the owners of what little Maori land remains within the Horowhenua block but it has long been an issue for their forebears, who saw land alienated from them due it being landlocked. This limited their ability to access their lands or control access and use by others, while also contributing to the permanent loss of landlocked lands.

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[543] Wai 2200 #A163, pp.312, 366-377, 370, 376, and 383.

The term 'landlocked land' here refers to Maori land titles lacking any provision for access. 'Access' can refer to legal access or to physical access, but for access to be practicable it needs to include legal and physical access as one without the other is not useable access.

'Legal access' is the legal right to access land. The most common form of legal access is frontage to a public legal road. Other forms of legal access include an easement over adjoining land (usually registered on the affected titles), a right of way, or frontage to a Maori roadway. A land title can have 'legal access' but still be effectively landlocked if it lacks physical access.

'Physical access' refers to the unrestricted ability of owners to reach their lands along a legal access that is marked and defined on the ground, referred to as formed access or a formed road; an unformed legal road does not constitute physical access.

The occupation of adjoining land can have an impact on access. For instance, a landlocked block owned by Maori might be accessible to the owner or lessee of an adjoining title (be it Maori or General land) that does have physical access, but this does not provide legal, physical, or unrestricted access to the Maori owners of the landlocked block.

Landlocked lands were an early and frequent obstacle to Muaupoko land owners in the Horowhenua block seeking to utilise their lands but their plight was not one that commanded official attention for many years. It was not until the 1950s that Maori Affairs officials took much notice of the "real obstacle" to the "proper use of Maori lands" caused by the "haphazard method of partition which was commonly employed by the Maori Land Court." As a result, lands were "often cut up… without regard to access."[544] In the 1960s, Maori Affairs found the "many and various laws" concerning roadways and access to Maori land introduced "an element of confusion" to the issue.[545] The issue of landlocked land has been the subject of more focused attention in recent years from Maori claimants, the Waitangi Tribunal, and policy-makers, who have tended to concentrate on how to provide access to Maori landlocked lands among the remnant of land remaining in Maori ownership.[546]

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544 Minute on 'Idle Maori land' paper, 14 August 1952. AAMK 869/394c, 12/0, Part 1. Archives NZ. Wai 2180 #A37(h), pp.93-97.

545 Research Assistant, Maroi Affairs, 'Item 28 – Access', 1962. AAVN W3599/102, 19/8/1. Archives NZ. Wai 2180 #A37(h), pp.99-101.

546 See, for instance, Waitangi Tribunal, *The Wairarapa ki Tararua Report*, pp.622-638; Suzanne Woodley, 'Maori Land Rating and Landlocked Blocks Report, 1870–2105', CFRT, 2015. Wai 2180 #A37; John Neal, Jonathan Gwyn, and David Alexander, 'Wai 2180 Taihape Inquiry District: Maori Landlocked Blocks', CFRT, 2019. Wai 2180 #N1, and; Michelle Hippolite, Te Puni Kokiri', Brief of Evidence, Crown Law Office, 18 February 2019. Wai 2180 #M28.

The focus in this report is as more on the past impacts of the landlocked status of land on the alienation of Muaupoko lands in the Horowhenua block as it is on the landlocked status of what remains of their lands today. To some extent this is due to the need for specialist mapping and title research to determine what Horowhenua block Maori land titles are landlocked today and the nature of that landlocked status (whether they lack legal access, physical access, or both). Lands that appear to be landlocked from a combination of survey plans, satellite information, and Maori Land Court title information may have some form or easement or private right of way that is not obvious without more detailed investigation than is possible for this report. In any case, current landlocked Horowhenua block Maori land titles are not an historical issue but more one to be resolved by land owners in conjunction with policy-makers, local bodies, agencies such as Te Puni Kokiri, and the Maori Land Court.

The landlocked lands remaining in Maori ownership today are unfortunately akin to the tip of the iceberg: the great bulk of landlocked Maori lands in the Horowhenua block lie beneath the surface of contemporary ownership, having been alienated from Maori ownership in the past. The landlocked status of these lost Muaupoko lands was very often a factor in their alienation, as it was difficult to do anything productive with landlocked land. Being landlocked thus facilitated the alienation of landlocked lands.

Prior to 1886, Native land legislation contained no provision for the creation of roadways or rights of way over Maori land in order to ensure access to the titles being investigated or partitioned. From 1886 onwards, a variety of Native land and Public Works legislation made some provision for access to Maori land titles, including:

- Native Court Act 1886 (ss.91-92) which provided for private roads to be ordered by the Native Land Court during title investigation or partition, or within five years of partitioning under the 1886 Act, but this was restricted to the land being partitioned not adjoining titles. In addition, private roads could be ordered through existing titles only if these were applied for within two years of the 1886 Act coming into force.
- Native Land Court Act 1894 (s.69) continued the provisions of the 1886 Act.
- Public Works Act 1894 (s.112) provided for the purchaser of Crown land without access to obtain access through adjoining Crown land, European land, or Maori land.
- Public Works Act Amendment Act 1900 (s.20) required the vendor of land subdivided for sale or lease to provide access. The District Land Registrar was to refuse to register any transfer of such land until access was provided. Whether or not this provision applied to the registration of Maori land is not clear, but in any case, it could ensure only that alienated land had access, rather than land retained by its Maori owners.

- Native Land Act 1909 (s.117) provided for road-lines and private rights-of-way on partition but road-lines remained confined to the titles being partitioned whereas private rights-of-way could be extended over appurtenant titles. The Governor could proclaim such road-lines (but not private rights-of-way) to be public roads (at which point ownership transferred to the Crown). The previous five-year window to order a road-line or private right-of-way was not included in the 1909 Act.
- Native Land Amendment Act 1912 (s.10) provided for road-lines to be ordered for Maori land left without access, whether partitioned before or after this Act, but no such road-lines could be ordered over European land or over leased Maori land (unless the lessee consented, and to who compensation may be payable). Such road-lines could be proclaimed as public roads.
- Native Land Amendment Act 1913 (ss.48-54) replaced the provisions of the 1909 and 1912 Acts with broadly similar provisions, with the addition of authority for Maori land that benefited from roads surveyed by the Crown to be charged with the cost of the road survey. When land was partitioned the Native Land Court was now required to have regard for road access and other matters that would facilitate settlement (such as water supply, fence-lines, "aspect," and a homestead site).
- Native Land Act and Native Land Claims Adjustment Act 1922 (s.13) provided for access to be ordered over Maori land to provide access to European land that had ceased to be Maori land after 1913, and also for access to be ordered over European land that had ceased to be Maori land since 1913 to provide access to Maori land. In either case, compensation could be ordered by the Court. This protected those who had purchased Maori land after 1913 that lacked access, and extended a similar protection to Maori land owners who might have been left without access as the result of purchases of adjoining titles after 1913.
- Public Works Act 1928 (ss.125-128) includes the access provisions in the Public Works Act 1894 (s.112) and the title registration access provisions in the Public Works Act 1900 (s.20). It also required the vendor of land without access to provide access (except where the sea or a waterway provides reasonable access). The Act does not refer to Maori land and it is not clear if its access provisions apply to Maori land.
- Native Land Act 1931 (ss.476-488) repeat the provisions of the 1913 and 1922 Acts.
- Maori Affairs Act 1953 (ss.415-420) provided for the Maori Land Court to order access to any land (Maori, European, or Crown land). Such access could be as if it were a public road or it could be restricted to particular persons or classes of persons. But as before, access to Maori land over European land that had ceased to be Maori land before 1913 required the consent of the owner of the European land. The reverse no longer applied; access could be ordered over Maori land to provide access to European land that ceased

to be Maori land before 1913 with only the partial consent of the Maori land owners (provided the interests of whose who consented exceeded the interests of those who objected). Access could be ordered over Maori land to give access to Crown land without the consent of the Maori land owners.

- Property Law Amendment Act 1975 (s.129B) provides that access may be granted by the Magistrate's Court (unless relief can be obtained under the 1928 Act or the 1953 Act), which will consider the access (if any) at the time the land was acquired, how it became landlocked, attempts to negotiate access, and hardship to the landlocked owner (including Maori land owners). Access may be granted on conditions which may include compensation, exchange of land, surveying, fencing, and upkeep with costs to be borne by the owner of the landlocked land.

The table below sets out the landlocked lands of Muaupoko in the Horowhenua block identified in the available research. It is by no means all of the landlocked land that was once Maori land within the Horowhenua block, as information on the landlocked status of land long since alienated from Maori ownership is incomplete. There is little or no information on the accessibility of many such titles, due either to limited information on file or the absence of any file at all. It is possible that some of the current Maori land titles included in the table as landlocked lands may subsequently have secured some form of access that is not evident in the sources relied upon here.

Muaupoko Landlocked Lands

Land referred to in the 'Date Sold' column as "ML" has not been sold but remains Maori land. The 'File Ref' is a reference to the alienation file held by the Maori Land Court's Whanganui office in which information about the landlocked status of the land is located.

Block	Area (acres)	Date of Title	Date Sold	File Ref	Notes
3C2A	104	1909	ML	3/8349	No road access, unsurveyed, leased to adjoining owner.
3C2B	209	1909	1960	3/9764	No road access, purchased under lease by owner of adjoining land; difficult to dispose of to anyone else.
3E1 Section 5	7	1901	1963	3/9226	No access.
3E3D	52	1896	1898-1926	3/8772	39 acres sold 1898; 13 acres in 1926. No road access, thus of little value to owner.
7B	208	1907	1955	-	No access, only fit for sale, Crown purchase (District Officer to Maori Affairs, 17 September 1954. MA 1/79, 5/5/114. R19524864). Archives NZ)
11A13	20	1898	ML	3/8339	Access along lakefront "unusable"; but roadway ordered across 11A13 and 9A1 in 1954

Block	Area (acres)	Date of Title	Date Sold	File Ref	Notes
11A13A (urupa)	1	1898	ML	3/8339	Access along lakefront "unusable"; leased with surrounding land, cattle damage to urupa.
11A14	17	1898	1968	3/9187	Access along lakefront "unusable"; but roadway ordered across 11A13 and 9A1 in 1954 (Europeanised, 1968).
11A15	10	1898	1961	3/9799	No access; surrounded by General land, the owner of which was purchaser, not fenced.
Te Rae o te Karaka pa; 31 titles (11B1-11B26, and Reserves A–D)	160	1898	1958-1971 (parts ML)	3/9020	Mix of lake-front titles and titles with road-line to 11B41, but no formed or practicable access to any titles; MLC noted lake access unusable. 68 acres alienated in 11B Reserves A–D, 11B5, 11B12, 11B16, 11B18, 11B20, 11B20A, 11B22, and 11B26.
11B36 Section 2L5B	17	1940	ML	3/8395	On Patikei Road, not formed until 1995; no access prior.
11B36 Section 2L6	44	1904	ML	3/8337	On Patikei Road, not formed until 1995; no access prior.
11B36 Section 3G2A	40	1909	1912	-	Lack of road access a motive for sale (McGrath to Native Department, 8 July 1909. MA 1/978, 1909/316. R22409477. Archives NZ).
11B41 North A2B2B2B	91	1928	ML	-	Paper roadway to 11B41 North A2B2B1, which has access only to lake-front (adjoins 11B41 North A3A & 3B1 which has road access).
11B41 North B1	100	1910	1962	3/8922	Lake-front title, but no other access; MLC noted in 11A14 that lake access unusable.
11B41 North B3 Section 1	45	1915	ML	-	No access; lake-front title.
11B41 North B3 Section 2A	6	1932	ML	-	No access.
11B41 North B3 Section 2B2	26	1953	ML	-	No access; adjoins ML with access.
11B41 North B3 Section 3	44	1915	1957	3/9608	No access; adjoins ML with access. Still nominally Maori land (324 of 7,040 shares retained by one owner).
11B41 North B3 Section 4	82	1915	1956	3/8931	No access, long narrow title, unoccupied, can only be used in conjunction with adjoining lands.
11B41 South F1B	13	1918	1961	3/8744	No access, unoccupied, uneconomic title.
11B41 South G6B	15	1926	ML	-	No access; surrounded by adjoining General land.
11B41 South G6C	15	1926	ML	3/10290	No access; surrounded by adjoining General land.
11B41 South G6D	26	1926	1965	3/9442	No access; surrounded by adjoining General land.
11B41 South H2A	138	1921	1965	3/9611	Paper road but block "physically landlocked" until late 1980s when Hokio Sand Road legalised and formed.
11B41 South T	250	1910	1958	3/8971	Paper road, no formed access at time of sale.
11B42A1K	0.5	1925	1964	3/8740	Hokio township title, paper roads but no access.

As indicated by the table, not all landlocked land has been alienated because of its lack of access, but this does not mean the owners have not been harmed by their land being landlocked. For instance, the lessee of **Horowhenua 3C2A** (104 acres 2 roods 11 perches) told the Maori Land Court in 1965 that there was no access to this "awkward piece of land." As it adjoined the other

lands of the lessee (Arapaepae Farms Ltd), it was the only viable tenant.[547] In 1961, a neighbour, John Gibson (who had acquired the adjoining Horowhenua 3C2B in 1960) tried to purchase Horowhenua 3C2A, warning the owners if they did not sell they would need to pay their share of fencing the boundary they now shared with him, but their land had not produced any revenue for many years. He pointed out that, as the owner of the adjoining land he was the only person the land "would be of use to." An owner, Tou Watene, had visited the land and found a neighbour's sheep running on the unfenced land without payment. Despite the drawbacks of owning landlocked land the owners resolved not to sell but to find a tenant for it.[548]

The "lack of access" to the block had earlier been noted by the Crown in 1948, when it sought to purchase the block (or the undivided interests of one owner, Miriama Patu (Miriama Ranginui or Miriama Matakatea, who held shares equal to 28.5 acres in the title). The intention was to use the purchase proceeds to improve Miriama's housing was "bad and finance is urgently required."[549] It considered the lack of access was not a serious obstacle to its purchase, which would result in a partition "and access could be provided by order of the Court in the usual manner."[550] If only it were that simple. As it transpired, the poor layout of the title in 1909 had other negative results, with Maori Affairs observing that the 28.5 acres it wanted was "at present fenced in with adjoining land" which the Crown had purchased for soldier settlement. This fencing line was due to "the impossibility of fencing on the true boundary," so poorly was it laid out in relation to the topography.[551]

In any case, the ageing Miriama (who was about 75 years-old) had suffered a stroke and was not able to manage her affairs, which were looked after by her son Tau Ranginui with whom she was now living in Wellington. He objected to the Crown's purchase as it would ruin the block, leaving a balance area of steep land "of little value by itself."[552] As noted above, it was and remained of little economic value but it did remain in Maori ownership. After Miriama died, Tau and his siblings succeeded to the title but four of them were still minors, so the Maori Trustee was appointed to look after their interests. His staff soon found that in addition to there being "no formed access" to the land, the title had not even been surveyed despite having been ordered half a century earlier. Much of the boundary fence was then "derelict" and the neighbour's stock had "free grazing" of the land.[553]

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[547] Otaki MB 72, p.223, and; Minutes of Meeting of Owners, 5 November 1965. Alienation file 3/8349. MLC, Whanganui.
[548] Minutes of Meeting of Owners, 8 June 1961. Alienation file 3/8349. MLC, Whanganui.
[549] File note, 19 September 1948. MA 1/72, 5/5/47. R19524805. Archives NZ.
[550] Maori Affairs to Registrar, 19 April 1948. MA 1/72, 5/5/47. R19524805. Archives NZ.
[551] Maori Affairs to Registrar, 14 November 1947. MA 1/72, 5/5/47. R19524805. Archives NZ.
[552] Registrar to Maori Affairs, 4 December 1947. MA 1/72, 5/5/47. R19524805. Archives NZ.
[553] Field Supervisor Flowers to Maori Affairs, 13 February 1957. Alienation file 3/8349. MLC, Whanganui.

As noted above, the adjoining title, **Horowhenua 3C2B (**209 acres 20 perches) also suffered from being landlocked and this contributed to it being purchased from its 19 owners in 1961 by John Gibson, a Levin farmer. Six owners were present at the meeting of owners to consider Gibson's purchase offer, and three owners were represented by proxies; together the represented 7,123 of the 31,360 shares in the title. Some owners who could not attend the meeting expressed their opposition in writing, to no avail; as a majority of the shares represented at the meeting of a small proportion of the owners approved the resolution to sell, the land was gone. As with the adjoining Horowhenua 3C2A title, this block remained unsurveyed. Gibson pointed out the land was also without access, was unoccupied, lacked fencing, and was thus of "no real value" to anyone but him as an adjoining owner who enjoyed an access to his title that was guaranteed by statute.[554]

The situation was similar with many of the landlocked lands listed above. For instance, a would-be purchase of **Horowhenua 3E1 Section 5** (6 acres 2 roods 30 perches) said the land had "no proper legal right of way," and this affected the purchase offer.[555] This was a factor in the land not having produced any revenue for some time, while accumulating rates charging orders, before it was vested in the Maori Trustee for sale. He sold the land in 1963.[556]

Just how land was being lost due to lack of access is evident from the Board's sale of the 13 acres of **Horowhenua 3E3D** that remained in Maori hands in 1900 (the other 39 acres having been purchased in 1898). In 1926, the Board approved the purchase of the land from its sole owner, Te Kiniwe Brown, noting that it had no road access and was thus of "very little value" if not "absolutely worthless" to its owner who was (as noted elsewhere in this report) rendered landless by this loss.[557]

The loss of the last Muaupoko interests in **Horowhenua 7B** (208 acres) to the Crown is also linked to it being landlocked. Despite other interests in the title having come into the hands of wealthy Wellington lawyers in 1909, it proved unsellable until the Crown expressed interest in acquiring it for addition to the Tararua Forest Park (as noted elsewhere in this report). The land was several kilometres from the end of the nearest road, greatly reducing its value and leaving it "only useful for conservation" purposes. It was accordingly purchased by the Crown in 1955.[558]

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554 Minutes of meeting of owners, 22 July 1960. Alienation file 3/9764. MLC, Whanganui.
555 Minutes of meeting of owners, 23 August 1961. Alienation file 3/9226. MLC, Whanganui.
556 Alienation file 3/9226. MLC, Whanganui.
557 Harper, Levin, to Board, 13 October 1926, and; Christenson, Stanford & Mackay to Harper, 9 October 1926. Alienation file 3/8772. MLC, Whanganui.
558 Rural District Valuer to Commissioner of Crown Lands, 11 November 1954; Board of Maori Affairs paper, 17 February 1955, and; Deputy Registrar to District Ofricer, 13 May 1955. MA 1/79, 5/5/114. R19524864. Archives NZ.

When the Levin hotelier and Muaupoko creditor Daniel Hannan was acquiring **Horowhenua 11B36 Section 3G2A** (40 acres) from its indebted owner (Hoani Nahona), his solicitor emphasised to the Board that it would not obtain a higher price for the land from any other purchaser as the title was without access "and this would practically bar any person not having land in the vicinity from purchasing it."[559] The land was sold by the Board for the statutory minimum price.

In the case of lands adjacent to Lake Horowhenua, their landlocked status has not led to all of them being alienated but it seems to have contributed to some being lost. These lands include **Horowhenua 11A13** (20 acres 2 roods), **Horowhenua 11A13A** urupa (1 acre), **Horowhenua 11A14** (16 acres 3 roods), and **Horowhenua 11A15** (10 acres), as well as the 31 titles comprising Te Rae o Te Karaka pa (**Horowhenua 11B1 to 11B26**, including 11B20A and Horowhenua 11B Reserves A to D, comprising a total of about 160 acres). The lack of access hinders the owners in getting to their land or obtaining the benefits of ownership. It may have been assumed when these titles beside or near the Lake were partitioned that the lakeshore reserve would provide access but that was not so.

The lessee of Horowhenua 11A13 pointed out the land was several kilometres from a road, and the nominal access along a Maori roadway was impracticable as it passed over sandhills and through a lake.[560] When access was provided, Muaupoko ownership could be preserved. For instance, it was only in 1954 that access was ordered to Horowhenua 11A14 over adjoining titles after it was found the nominal legal access along the lakefront was "found to be unusable."[561] This did not help the owners of Horowhenua 11A15, which was purchased by Jim Hannan in 1961. He pointed out that the small isolated block lay unfenced within his freehold land, making him the only viable occupant or purchaser of the land.[562]

All of the titles in Te Rae o Te Karaka pa appear to be landlocked due to lacking any access other than by the lakefront; the survey of the 31 partitions in the pa block show roadlines leading from the lake and leading into the adjoining Horowhenua 11B41 block, but no actual access to any road.[563] As noted above, the lakefront reserve did not constitute useable access. Nor was there any access through Horowhenua 11B41. As the experienced Levin solicitors Park & Bertram informed the Board in 1946, the only access to Horowhenua 11B14 and Horowhenua 11B9 was on paper, but there was no formed road. Their client, the large local landowner Brian Everton,

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559 J. J. McGrath to Native Department, 8 July 1909. MA 1/978, 1909/316. R22409477. Archives NZ
560 Otaki MB 70, p.240. Alienation file 3/8339. MLC, Whanganui.
561 Alienation file 3/9187. MLC, Whanganui.
562 Alienation file 3/9799. MLC, Whanganui.
563 ML 1655, LINZ.

had already picked up Horowhenua 11B20 and interests in 11B26 and 11B1, and could obtain access from the adjoining land he owned. The lack of access to titles in the old pa had resulted in the lands being unfenced, producing no revenue, and accumulating rates arrears.[564] As a result, nearly half of the pa lands have been alienated from Muaupoko ownership (including Horowhenua 11B Reserves A to D, 11B5, 11B12, 11B16, 11B18, 11B20, 11B20A, 11B22, and 11B26).

As noted, the Horowhenua 11B titles within Te Rae o Te Karaka pa had access to the adjoining Horowhenua 11B41 block at the time the pa was partitioned in 1909, but subsequent partitioning of Horowhenua 11B41 left not only the pa blocks but also some of the 11B41 titles landlocked. As a valuer told the Maori Land Court in 1962, when a purchase and/or partition of **Horowhenua 11B41 North B1** (99 acres 3 roods 30 perches) was proposed, the lakefront was the "only usable access." As already noted, the lakefront did not in fact constitute usable access. Nor could the land as it was be partitioned as this would create a title with "no access."[565] Other titles in the vicinity appear to suffer the same problem; their only access being to the lakefront, which is no access at all. **Horowhenua 11B41 North A2B2B2B** (91 acres 1 rood 25 perches) has access on paper to the adjoining **Horowhenua 11B41 North A2B2B1** (32 acres 1 rood 19 perches), but that block in turn has access only to the lakefront, which is no access at all. The latter block does adjoin Horowhenua 11B41 North A3A and 3B1, which adjoins Horowhenua 11B36 Section 2L1B3 which does have road access, but that of itself is no guarantee of access for all these adjoining landlocked blocks.

Other blocks between the lake and Moutere Road to the west were similarly landlocked, such as **Horowhenua 11B41 North B3 Section 1** (45 acres), **Horowhenua 11B41 North B3 Section 2A** (6 acres 2 roods), **Horowhenua 11B41 North B3 Section 2B2** (26 acres 2 roods 18 perches), **Horowhenua 11B41 North B3 Section 3** (44 acres), and **Horowhenua 11B41 North B3 Section 4** (82 acres 1 rood 5 perches). Section 2B2 does adjoin a block with frontage to Moutere Road (Horowhenua 11B41 North B3 Section 2B1) but this does not guarantee access for the adjoining title, nor for the landlocked titles adjoining it towards the lake. Section 1 has lake frontage but, as already noted, this does not constitute access. In addition to a lack of access, Horowhenua 11B41 North B3 Section 4 suffered from an ill-considered shape on partition. As the evergreen local solicitor Park (acting for the purchaser, the large local landowner Ryder) told the owners in 1957, the block was "one mile long and 10 chains wide" and very difficult for its owners to utilise, resulting in it being unfenced, and comprising either sand or lupins. An owner, Basil Maremare, described it as "a long narrow strip with no access." Ryder had also said the title

[564] Parker & Bertram, Levin, to Board, 5 April 1946. Alienation file 3/9020. MLC, Whanganui.
[565] Otaki MB 69, pp.274-277. Alienation file 3/8922. MLC, Whanganui.

had "not practical access," and "can only be used in conjunction with adjoining lands" meaning it was not even worth the cost of fencing.[566]

Even titles in the vicinity of closely settled areas such as Kawiu lacked practicable access until the mid-1990s, and this affected the rentals they could command for their landlocked land, located on Patikei Road which had long been no more than a paper road.[567] For instance, **Horowhenua 11B36 Section 2L5B** (17 acres 2 perches) and **Horowhenua 11B36 Section 2L6** (44 acres 33 perches) still suffered from access difficulties in 1984, when the owners Ronald Potaka and Ngapera Simons objected to the rent being offered by a new lessee of Section 2L5B as too low. Ronald Potaka was formerly an assistant valuer in the Valuation Department, so he likely had greater awareness of the land's value. In any case, a Special Government Valuation gave a value of $81,500, for which an annual rental of five percent of value would be $4,075, but Rolston (a sharemilker on adjacent land) offered to pay an annual rent of only $2,720, which Ronald Potaka found to be "laughable, and I speak as an ex-farm valuer." Under the existing lease, the annual rent had been a paltry $875. The Maori Land Court observed that "due to the present access difficulty" the land was suited only for leasing as a dairy run-off block rather than as market-gardening (a higher value use that was reflected in the valuation).[568] The land is today located on Patikei Road (a Maori roadway), which was not formed in this vicinity until 1995.[569]

The nearby title, Section 2L6 (on the eastern side of Patikei Road from 2L5B), was similarly affected by lack of access. In 1981 the lessee Rolston (also leasing Section 2L5B) declined to pay the higher rent sought by the owners, partly on the basis "the land had no right of way except through the swamp area," which was impracticable. Ten years earlier, the owners had been receiving $17 per acre (about $750 per annum) but Rolston was offering only a modest increase of $22.73 per acre (about $1,000 per annum), whereas the owners sought $50 per acre (or over $2,200 per annum).[570] What the owners sought was only a little more than the bare minimum of five percent per annum of the valuation (which gave an annual rental of $1,795), whereas they were offered the very odd rate of 2.74 percent of valuation (the figure apparently chosen so as to give the figure of $1,000 per annum offered by Rolston).[571]

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566 Minutes of meeting of owners, 26 July 1957, and Ryder application, n.d. [1956]. Alienation file 3/8931. MLC, Whanganui.

567 Maori Land Court to Horowhenua County Council, 12 March 1981. Alienation file 3/8395. MLC, Whanganui.

568 Otaki MB 87, pp.56-62. Alienation file 3/8395. MLC, Whanganui.

569 Allan Day (owner of Horowhenua 11B36 section 2L6A), personal communication, 23 June 2020.

570 Minutes of meeting of owners, 27 February 1981. Alienation file 3/8337. MLC, Whanganui.

571 Notices of meeting of assembled owners, 6 February 1981, and 20 March 1981. Alienation file 3/8337. MLC, Whanganui.

When Section 2L6 was partitioned in 1994 (into Section 2L6A [6.065 ha or 15 acres] and 2L6B [11.8266 ha or 29 acres]), access was an ongoing issue. Later that year, the prospective purchasers of Section 2L6A described the position with the Patikei Road right of way from Kawiu Road:

> This paper road does not at present provide vehicle access to either 2L6A or 2L6B as it is necessary to bridge two swamps etc. We believe that the owners of 2L6B may be at present limited in what they can expect in rent and tenant options, as the only vehicle access to their land is via adjoining private land.[572]

The proposed purchasers of 2L6A offered to work with the Court and the owners of 2L6B to create access to both titles from Kawiu Road, in the event that their purchase proceeded. This was to be at no expense to the owners of 2L6B, saving them an estimated $5,000 in obtaining practicable access. A separate access issue on which the owners of both blocks were focused related to the need for an easement through 2L6A to enable the owners or occupiers of 2L6B to get around a wetland within the titles that made internal access very difficult. The intending purchasers of 2L6A worked closely with the owners of 2L6B on the matter and emphasised that they (the purchasers) would meet the costs for forming this easement.[573]

The purchase of 2L6A was completed in early 1995. In addition to cooperating with the owners of 2L6B on access issues, the purchasers paid a price well above valuation, met all fencing costs, and assisted the vendor (Derek Timu) with some financial difficluties.[574] They made good on their undertakings for the provision of access before the year was out, resulting in an increase in the rental paid for 2L6B. Horowhenua 11B36 Section 2L6A remains Maori land today. One of the purchasers (who remain the owners today) says this status as Maori land has been retained out of respect for the Taueki whanau, with whom he grew up, and also because of what he refers to as "an unexplainable event" (of a meteorological nature) witnessed by he and the owners of 2L6B during the formation of Patikei Road.[575]

It was easier for small titles to end up isolated and landlocked as a result of partitioning processes, rendering them vulnerable to purchase by the owner of the surrounding land. For instance, **Horowhenua 11B41 South F1B** (13 acres 2 roods 16 perches) was purchased in 1960, in part because it had no road access. Nor was it an economic unit, and these defects explain why

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572 Allan and Marilyn Day and Derek Timu, Levin to Maori Land Court, 14 September 1994. Alienation file 3/8337. MLC, Whanganui.

573 Allan and Marilyn Day and Derek Timu, Levin to Maori Land Court, 14 September 1994. Alienation file 3/8337. MLC, Whanganui. See also 45 Aotea 212-233, 8 December 1994.

574 Allan and Marilyn Day, Levin, to Maori Land Court, 19 September 1994. Alienation file 3/8337. MLC, Whanganui.

575 Allan Day (owner of Horowhenua 11B36 section 2L6A), personal communication, 22 and 23 June 2020.

it was then unoccupied. The only viable purchaser was the owner of the adjoining land so no more than the statutory minimum price could be obtained.[576]

The paired but similarly isolated and landlocked small blocks, **Horowhenua 11B41 South G6B** (14 acres 3 roods 3 perches) and **Horowhenua 11B41 South G6C** (14 acres 3 roods 3 perches), remain Maori land but the lack of access meant that they could be leased only to the owner of the encircling General land, the Hayes family. In 1965, Annie Hayes had purchased the adjoining and equally landlocked **Horowhenua 11B41 South G6D** (26 acres 2 roods 23 perches) at the statutory minimum price. Given that she owned the surrounding land, there was no other viable purchaser.[577]

In some cases, access was provided to land but too late to prevent its alienation. From 1965 onwards, the lessee of **Horowhenua 11B41 South H2A** (138 acres 13 perches), Richard de Gruchy, began buying up undivided individual interests in the block which was then landlocked, despite a paper road; it was noted in Court in 1965 that the block was a mile from the nearest road. As de Gruchy owned the adjoining land on two sides, he and the elderly Hannan (who owned the land on the other boundary) were the only viable lessees or purchasers.[578] It was only in 1986 that the Horowhenua County Council had any interest in forming the Hokio Sands Road in this vicinity, not out of any concern for the interests of the few remaining owners but to ensure access to its belated sewage disposal scheme. As was noted at the time, "the block is a present physically landlocked."[579]

Another example of paper roads but no practicable access is **Horowhenua 11B41 South T** (250 acres 19 perches), which was purchased by Waitarere builder Charles Standen in 1957, having been held under a series of leases by the Hannan family since 1911. The valuer noted of the block that it was "very inaccessible," despite the paper roads shown on the "sketch plan."[580] A local Maori Affairs Welfare Officer had advised the owners not to sell then as he had heard a motorway to be built past Levin which would greatly increase the value of their land.[581] The 'motorway' has yet to arrive, but the landlocked land was purchased.

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576 Minutes of meeting of owners, 24 November 1960. Alienation file 3/8744. MLC, Whanganui.
577 Alienation files 3/10290, 3/9442, and 3/9448. MLC, Whanganui.
578 Otaki MB 72, pp.120-121. Alienation file 3/9611. MLC, Whanganui.
579 Brian Herlighy, Maori Land Consultant and Agent, to Owners, 20 February 1986. Alienation file 3/9611. MLC, Whanganui.
580 Blackburn to Park and Cullinane, 10 April 1958. Alienation file 3/8971. MLC, Whanganui.
581 Recording Officer Spencer to Deputy Registrar, 24 February 1958. Alienation file 3/8971. MLC, Whanganui.

4.2 Uneconomic Land

Excessive and ill-considered partitioning of the Horowhenua land retained by Muaupoko led to the creation of unwieldy, impractical, and uneconomic titles. As already noted, it also contributed to the creation of landlocked titles. The sources consulted for this report refer to numerous examples of titles deemed to be uneconomic. Sometimes this is due to the small size of a block where it is land best suited to farming, and a viable farm requires an economic area. Poorer land generally requires a larger area to form an economic unit. In other cases, a block is deemed to be uneconomic because of its poor shape (the elongated 'fiddle string' titles for which the district is infamous). In some cases, it is a combination of these factors together with topography or soil, and lack of access (see above for landlocked lands).

In some cases, a title might not be uneconomic as it stood but any further partitioning would result in the creation of uneconomic titles. An unfortunate impact of blocks in this situation was that when purchasers applied to the Maori Land Court for the completion of their purchase in the ordinary way, those owners who had not sold their interests and who opposed completion of the purchase were prevented from partitioning out their interests because this would result in an uneconomic title. Rather than reject the purchase, the Court overrode the rights of the non-sellers, who had their land compulsorily taken from them to be sold along with the interests of the willing vendors.

The uneconomic titles referred to here are distinct from 'uneconomic interests', which were interests worth less than a statutorily defined value (originally £25) could, under the Maori Affairs Act 1953 (Part XIII), be compulsorily alienated from owners and vested in the Maori Trustee.

Horowhenua 11B41 North B1 (99 acres 3 roods 30 perches) provides an example of just such a practice. In 1961, the large local landowner Everton applied to purchase the block at a token few pounds over the statutory minimum price. The Court duly called a meeting of owners in August 1961 to consider the offer. The meeting was held mid-week during working hours, severely restricting the ability of owners to attend. Everton's solicitor, the evergreen Park, asserted to the Court that of the 15,990 shares in the title, only the 380 shares held by Ritihira Hanita were recorded as against the purchase. He neglected to mention how few of the owners were present to vote in favour of the purchase.[582]

One of the Potaka whanau (who opposed the purchase) later told the Court he had left Utiku to come to the meeting but the road was blocked until 12.30pm and he could not arrive in time. He

[582] Otaki MB 69, pp.169-170.

wanted to leave his 333 shares (out of the 15,990 in the title) to his daughter instead. Rangitupito Te Karu was another opponent of purchase who could not attend, as he was busy shearing ("I mean crutching") at Ohakune, but he had called the Court to tell it of his opposition, to no avail. Shortly after the meeting Arona Potaka filed a memorial of dissent and (with Ritihira and others) wanted to apply for a partition of the interests of those who were not selling. Those who had formally objected held 1,380 shares but the Court denied them, and the majority of owners who had not yet participated in the process, the opportunity of applying for a partition.[583]

The Court refused the application for partition and was instead critical of past partitioning:

> The Court has always considered land in this district has been partitioned into too small and uneconomic units. If it had its way on arriving here some years ago it would have cancelled many of the existing subdivisions.[584]

It was authorised to deem the proposed partition "inexpedient in the public interest or in the interest of the owners," considering that the costs of fencing and surveying a small partition were more than the land was worth. The Court's calculus was solely economic, and based on the evidence of a valuer.[585] The Court did not explain what the public interest had to do with the private interests of the owners, who were not consulted about their interests. It was instead considered to be in the interests of the owners to have their lands taken from them.

It was more typical for there to be less or no opposition at the poorly attended meetings of owners, held at inconvenient times. For instance, when James Hayes (a large local landowner) applied to purchase **Horowhenua 11B41 South F1B** (13 acres 2 roods 16 perches) in 1960 for the statutory minimum price, a meeting of owners was held on a Thursday morning in Whanganui to consider his offer. The venue may have been convenient to absentee owners who supported the sale, but this is difficult to know as only four owners attended, holding 924 of the 2,176 shares in the title, who endorsed the sale. This was deemed to be a quorum and sufficient for the interests of all other owners to be sold without their consent. The purchaser's solicitor pointed out the land was unoccupied, had no road access and "was not an economic unit."[586]

A similar outcome arose in the 1957 purchase of **Horowhenua 11B41 South T** (250 acres 19 perches) by Waitarere builder Ian Standen. The resulting meeting of owners in Levin in the middle of a Tuesday morning was attended by 14 owners with another eight by proxy,

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583 Otaki MB 69, pp.169-170 and 274-477.
584 Otaki MB 69, pp.274-277.
585 Otaki MB 69, pp.274-277.
586 Minutes of meeting of owners, 24 November 1960. Alienation file 3/8744. MLC, Whanganui.

representing a total of 28,435 shares. Six owners (holding 3,467 shares) opposed the purchase but the other 12 owners (with 24,968 shares) supported it, although the shareholding majority was somewhat distorted by the proxy vote of Nahona Paki's 10,299 shares.[587] Nahona may have been influenced by his need of money for housing; his share of the proceeds was sent not to him but to Maori Affairs in Whanganui to reduce his housing loan.[588] Another large shareholder in favour of purchase, Himiona Warena, was "urgently" in need of his £238 share of the proceeds. He called on Standen's solicitors in 1958 to help him get the money but officials responded that his money was also needed to cover his housing loan.[589]

The minutes and the file indicate the deep flaws in the meeting of owners process. Waata Aperahama, an opponent to the purchase, asked why he did not get written notice of the meeting (somehow discovering it through other means). Standen's solicitor (Park, again) replied (not the Court): "We did not know your address," pointing out he had his agent in Wellington check records at Maori Affairs for addresses. It was of course the Court's responsibility to maintain contact details for the owners. The failure to contact owners is evident from the seven surviving notifications on file that were posted but came back 'return to sender' due to incorrect addresses.[590] In this way, many owners had their land sold from under them without any input or consideration of their interests.

Regardless of the true extent of owner support for the purchase of the land, the fate of those who had made known their opposition is instructive. The four opponents who attended the meeting promptly filed a memorial of dissent with a view to garnering support for a partition of the interests of they and other non-sellers.[591] They had no more success than the owners of Horowhenua 11B41 North B1 noted above: the purchase of all interests was confirmed by the Court regardless of the wishes or interests of those who did not want to sell.[592] As with the previous example, the Court's view seems to be informed by the economic viability of the title, and a valuer had pointed out that the land would not be an economic farm unit were it partitioned.[593]

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587 Minutes of meeting of owners, 3 December 1957, and; returned letters. Alienation file 3/8971. MLC, Whanganui.
588 District Officer memo, 4 July 1958. Alienation file 3/8971. MLC, Whanganui.
589 Park & Cullinane telegram, 22 July 1958, and notes for reply. Alienation file 3/8971. MLC, Whanganui.
590 Minutes of meeting of owners, 3 December 1957, and; returned letters. Alienation file 3/8971. MLC, Whanganui.
591 Report of Recording Officer, 3 December 1957, and attached memorial of dissent. Alienation file 3/8971. MLC, Whanganui.
592 Order confirming resolution of assembled owners, 17 April 1958. Alienation file 3/8971. MLC, Whanganui.
593 Blackburn to Park & Cullinane, 10 April 1958. Alienation file 3/8971. MLC, Whanganui.

As regards the meetings of owners (an institution established by the Native Land Act 1909), there was eventually provision for the Court to reimburse the expenses incurred by owners in attending meetings called to consider alienation proposals. However, these provisions were very little used; only one example has been located of any attendance expenses being paid, and even then, the Court sought to suppress the information to prevent too many Muaupoko knowing about their rights. In 1974, the Deputy Registrar was critical of the $91 in expenses claimed by nine owners for the costs of attending two meeting for the owners of **Horowhenua 11B41 South I2B (Part)** (49 acres 3 roods 24 perches). The official considered the claims, which included travel and meal costs and lost working time, to be "pretty extravagant and apparently unreasonable, but to avoid a lot of possible criticism" he agreed to pay them. Or, rather, he agreed to arbitrarily pay half of the expenses, but acknowledged that there were no rules or regulations governing such payments. As such, there was no basis for his refusal to pay the costs sought. Seeking to avoid scrutiny, he added a note: "Copies of this memo will be removed from these alienation files so that they will not be open to public searching."[594] Whoops!

The meetings of owners in 1972 and 1973 were called to consider two offers to purchase Horowhenua 11B41 South I2B (Part); one from Lakeview Farms (the Evertons) and one from the Crown (for afforestation). The block had 73 owners with 7,983 shares but the quorum for the meeting was set at just eight owners. A few more than that attended the 1973 meeting; 18 owners in person and 10 by proxy, representing a total of 4,338 shares. The meeting was said to be "very noisy and difficult to control," and both purchase offers were rejected, but by the narrowest of margins (2,303 to 2,004 shares). The Court's suggestion of vesting the land in the Maori Trustee to act as agent for the owners "was met with derision." Although the land was not purchased, it was noted that it was an uneconomic title on its own (due to its size and half of it being unconsolidated sand dunes) and could only be viably farmed by the occupier of adjoining land (the would-be purchaser, Everton).[595] This limited the owners' options, but in this case, they were able to combine to defeat the purchase of their land.

Another purchased block found to be an uneconomic title was **Horowhenua A2A** (43 acres 11 perches). In something of a bitter irony, this is one of the Taueki Consolidation Scheme titles awarded by the Court in 1948 with a view to fostering the farming of the land within the scheme, but within five years of the title coming into existence it was damned by the Maori Affairs Field Supervisor as uneconomic. The only sensible option for the sole owner, Tame Taueki, in 1953 was to lease it to the adjoining land owner, the Levin farmer Ken Read, who had what the Supervisor dubbed "an economic balanced farm" of 750 acres. No Muaupoko land owner was in

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[594] Deputy Registrar memorandum, 4 July 1974. Alienation file 3/9833. MLC, Whanganui.

[595] Minutes of meeting of owners, 17 October 1973, and; Board of Maori Affairs memo, n.d. [1973]. Alienation file 3/9833. MLC, Whanganui.

such a blessed position. What Read lacked was land for hay growing, but Tame's land was ideal.[596] The uneconomic title was subsequently purchased from Tame's successor Virginia Waho (Taueki).[597]

Another uneconomic title was only narrowly preserved from purchase in 1965, when the lessee William Rolston applied to buy **Horowhenua 11B36 Section 2L4A2C** (8 acres 1 rood 34 perches). This tiny title is one of the many small and uneconomic titles the Court later said it wished it could go back and cancel, but it had instead created them and left them vulnerable to purchase. Rolston pointed out the land "would clearly not be an economic unit" on its own and could "best be used by incorporation with adjoining land." Conveniently enough, he owned that adjoining land and said, "as such it makes my property an economic unit… I would miss it very much if I lose use of land at end of present lease." As noted elsewhere in this report, the Court was very critical of lessees exploiting their position to purchase land but that was not enough to prevent the purchase, which was instead caught up on a technicality and thus refused.[598]

Another form of uneconomic title arises from the fragmentation of shares through the Court's succession processes. This is such a widespread problem with many remaining Muaupoko Maori land titles it can scarcely be traversed here, as so many titles are affected. It should not be thought of solely as a problem for present day owners but has been an issue for generations. For instance, at a 1968 meeting of owners of **Horowhenua 11B41 North B4B2** (214 acres 21 perches) called to consider the Levin Golf Club's offer to lease part of the block for 42 years its golf course, Kingi Hurinui spoke in favour of the Club's alternate offer to purchase part of the land (the 118 acres 3 roods 36 perches to the east of Hokio-Waitarere Road). Kingi observed that "owing to fragmentation his children would not get an economic interest" if the land was held on a long-term lease.[599] That was already a problem for all the small owners, some of whom held as few as 35 of the 53,297 shares in the title. The focus at the meetings of owners was on shares, not owners, and it was pointed out that "all the little shareholders had very little say in the matter as their shares were too small to be of any use."[600]

Kingi also highlighted a key flaw with the meetings of owners being called during work hours on a work day. At a meeting of owners held on 16 February 1968, he asked that the next meeting be held on a Saturday as most of the owners worked. That meeting highlighted another flaw in this already flawed process, which was how little time the owners had to receive, discuss, and

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596 Field Supervisor, report, 2 July 1953. Alienation file 3/9494. MLC, Whanganui.
597 Otaki MB 82, pp.231-234. Alienation file 3/9494. MLC, Whanganui.
598 Otaki MB 71, pp.294-298, and Action Sheet, 3 March 1965. Alienation file 3/8317. MLC, Whanganui.
599 Minutes of meeting of owners, 30 March 1968. Alienation file 3/8359. MLC, Whanganui.
600 Minutes of meeting of owners, 30 August 1968. Alienation file 3/8359. MLC, Whanganui.

consider complex proposals that profoundly affected their future and that of their land. A group of 11 owners complained in writing on 10 February about the short notice given by the Club, wanting more time to meet and debate the matter. The Court responded that notification was posted 21 days before the meeting, which was a full week more than required.[601]

Another flaw with the meetings of owners was the one-sided information on the proposal, provided in this instance by the Club or by officials clearly sympathetic to it, such as J. H. Flowers, who told the owners the "good appearance" of the land was due to the work done by the Club before it applied for the long-term lease (or purchase) and because it was a "non-profit concern," the owners "should not expect a high rental." They should, of course, have expected the best market rental which was irrelevant to who the lessor was. The club could certainly afford it, having offered a purchase price of fifty percent over a Special Government Valuation of $18,000 (making a total of $27,000). In any case, Flowers promoted purchase, despite claiming he "never favoured the Maori selling land where there is a prospect of such an increase in value." He asserted there was no such prospect with the golf course: "It would always be rural land and he would like to suggest that a sale would be in the owners' favour." This was, at best, misinformation. Another speaker (K. H. Mason, not an owner) insisted the owners were better off with cash now rather than a share of the rent for the next 42 years. The Special Government Valuation showed the land had increased in value by half since the last Government Valuation, and would presumably continue to increase. Indeed, the unimproved value (excluding the Golf Club's extensive improvements) is currently $1.2m. As landlords, the owners could have continued to benefit from the rising value in increased rents, while retaining ownership, but no advice to this effect was provided. Instead, they were persuaded to sell – after the price was raised to $42,831 (equal to about $750,000 today) – arguably leaving them worse off in the long run.[602]

4.3 Survey Costs and a Usurious Crown

The burden imposed on Muaupoko land owners by high survey costs is, as with other iwi, typically a feature of the nineteenth century rather than the twentieth. This is due to the highest survey costs usually being incurred for initial title plans, rather than for subsequent partitions where less survey work should be needed as existing plans provide a basis for the work. Even so, the excessive partitioning of Horowhenua titles both before and after 1900 meant that high survey costs remained a burden on Muaupoko titles well into the twentieth century. Government interest charges that piled up on top of the original charge, often for decades, greatly increased this burden.

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601 Letters of 10 February 1968. Alienation file 3/8359. MLC, Whanganui.
602 Minutes of meeting of owners, 30 March 1968. Alienation file 3/8359. MLC, Whanganui.

As Jane Luiten has noted, the total cost of the first round of partitions in 1886 remains unknown but the outstanding portions of the survey costs that were charged as liens on the main Horowhenua titles (Horowhenua 3, 6, 11, and 12) amounted to £1,278. These charges continued to mount up as partitioning continued; the 1890 partition of Horowhenua 3 added another £85 in survey liens (on top of its share of the prior round of survey charges), and was already contributing to land purchasing to clear the costs of obtaining title.[603]

When the protracted first round of partitioning of Horowhenua 11 ended in 1901 another £831 in survey charges was claimed by the Government in October 1901, with a view to charging these against planned purchases in the block. That sum was reduced on objection to £538.[604] However, that was only the sum outstanding for the large survey costs had already accumulated, as large payments had already been made. When the initial total above (£831) was objected to, the Commissioner of Crown Lands advised that the following payments had already been paid for the Horowhenua 11 subdivisions:[605]

8 June 1900	£187 19s.
9 September 1900	£326 6s. 8d.
7 November 1900	£57 2s. 11d.
14 February 1901 ("pa block, " 11B1 to B26)	£114 14s. 6d.
Total	£686 3s. 1d.

After these payments were factored, the final total still owing was reduced to £538. Only the payment for the "pa block" at Te Rae o Te Karaka (Horowhenua 11B1 to 11B26) was referred to as a "final payment," so the other payments were merely progress payments towards the huge amount still outstanding to be registered as a lien. As noted above, that lien came to £586, meaning the Horowhenua 11 survey costs to 1901 amounted to over £1,200.

Despite the existing costly surveys, further rounds of partitioning could end up costing more rather than less. In the case of the Kawiu titles the main block, Horowhenua 11B36, was charged with a lien of £67 12s., which appears to be its share of the costs noted above for the 1898 partition of Horowhenua 11.[606] That was by no means the last of the survey charges for the Kawiu titles in Horowhenua 11B36; in 1904 it was noted that other liens to a total of £102 0s.

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603 Wai 2200 #A163, pp.174 and 190.
604 Wai 2200 #A163, pp.312-313.
605 C. Brown, Native Land Court, Levin to District Survey Office, Wellington, 12 October 1901, and; Chief Surveyor to Brown, 14 October 1901. AAMA 619/13, 20/59, Part 3. R20436509. Archives NZ.
606 Wai 2200 #A163, p.346.

7d. had been discharged. This payment was made by John McDonald, the lessee of some of the Kawiu land, who was told by Judge Mackay that he needed to advance this sum (probably to enable his lease to be registered) but could then deduct it from the rents owing to his Muaupoko tenants.[607]

If registered as a lien, these high and accumulating survey costs then attracted interest charges which either led directly to the loss of land or contributed to indebted owners being willing to sell. The liens themselves became a transferable asset; when the surveyor W. Parker Smith died, his estate offered to sell the liens to the Crown to assist it with land purchase operations. The liens over four Horowhenua 3 subdivisions came to a total of £50 17s. 7d:[608]

Horowhenua 3C2A, 104 acres 2 roods 11 perches	£11 15s. 6d.
Horowhenua 3D6, 417 acres 2 roods 36 perches	£15 13s. 3d.
Horowhenua 3E5A, 208 acres 2 roods 16 perches	£7 16s. 4d.
Horowhenua 3E5B, 416 acres 3 roods 13 perches	£15 12s. 6d.

In this case, the Crown had no interest in acquiring the blocks so it declined to purchase the liens. However, Horowhenua 3E5A and 3E5B were acquired by the Levin Borough Council in 1911 for water catchment purposes.

Where the Crown was involved in land purchasing of undivided individual interests, survey liens were a simple way to increase the area being purchased. In the case of the purchase of Horowhenua 11B42 (Part) in the 1920s, the Crown increased the area it acquired from sellers (683 acres) by using survey costs of £100 17s. 5d. to add 405 acres 3 roods to the purchase.[609]

What the use of survey charges in the Crown's purchase in Horowhenua 11B42 shows is not only the price it was paying for the land but the proportion the survey charges bore to the price. In the case of Horowhenua 11B42 the price paid was about five shillings per acre but that the outstanding survey costs amounted to about one shilling per acre for the 2,158 acres in the title. This is 20 percent of the land's value, a very high proportion for just one part of the costs of obtaining title. That is only for the survey costs outstanding in the 1920s; as noted above hundreds of pounds had already been paid for the surveying of Horowhenua 11, so the £101 still owing in the 1920s was not the full cost of surveying Horowhenua 11B42.

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607 A. Mackay to John McDonald, 4 February 1904, and; Chief Surveyor to Registrar, 1 March 1904. AAMA 619/13, 20/59, Part 3. R20436509. Archives NZ.
608 MA-MLP 1/79hg, 1907/16. R23909057. Archives NZ.
609 Wai 2200 #A161, p.41.

Survey costs varied, as did land value, so the price per acre and the proportion of land value this represented differ greatly across the Muaupoko blocks, and across time (as land values rise). Other survey charges ranged from over two shillings per acre to less than one shilling. As can be seen from the Horowhenua 3 survey liens owing in 1907 (noted above), the cost per acre varied from two shillings three pence per acre for Horowhenua 3C2A down to about nine pence per acre for the other three titles.

Larger titles tended to cost less per acre to survey but not always; Horowhenua 11B41 North and South (a total of 7,220 acres) were estimated in 1911 to cost £500 to survey, which is about one shilling four pence per acre.[610] This is still high but is considerably less than the £59 it was estimated to cost for the surveying of the partition of Horowhenua 11B36 Section 2L1 (185 acres) into 2L1A to 2L1E.[611] This is equal to six shillings four pence per acre, on top of the huge amounts already charged for the parent titles in the Horowhenua 11B36 Kawiu titles.

The survey costs for other Kawiu subdivisions were even higher at about £1 per acre for Horowhenua 11B36 Section 3F (21 acres 1 rood 15 perches). After the title was partitioned in 1921 for purchase, Section 3FA (8 acres 2 roods) was charged with survey costs of £8 1s Section 3FB (13 acres 15 perches) was charged with of £13 2s.[612] As both titles were purchased by the lessee (Blenkhorn) within a year, it is unclear why the costly partition was even made.

The cumulative effect of repeated rounds of partitions and the related survey costs can also be seen in Horowhenua 11B41 South G (731 acres 1 rood 23 perches), which in 1913 was charged with outstanding survey costs of £87 11s. 10d. (plus five percent interest from 1912), or about two shillings five pence per acre, which is a high rate for a large block. This charge appears to have been triggered by the partition of the block into Horowhenua 11B41 South G1 to G6, and was followed by a fresh round of charging orders as each of the six new partitions was charged with its share of the lien. For example, in 1912 Horowhenua 11B41 South G6 (202 acres 2 roods 25 perches) was charged with £27 8s. (or about two shillings eight pence per acre) as its share of the costs of surveying South G. Similarly, Horowhenua 11B41 South G5 (131 acres 2 acres 10 roods) was in 1912 charged £17 16s. as its share of the 11B41 South G survey costs. Yet these were not the only survey charges these blocks faced; the G5 title still bore its share of prior Horowhenua 11B partition surveys which had to be discharged before title dealings could be registered. Accordingly, in 1913, a total of £35 9s. 2d. was paid to clear the survey debt on

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[610] Department of Lands to Chief Surveyor, Wellington, 7 April 1911. AAMA 619/13, 20/59, Part 5. R20436511. Archives NZ.

[611] Department of Lands to Chief Surveyor, Wellington, 29 June 1911. AAMA 619/13, 20/59, Part 5. R20436511. Archives NZ.

[612] Wai 2200 #A70(a) MLC Documents Volume VII pp.317 and 321-322.

Horowhenua 11B41 South G5.[613] That is a total of five shillings five pence per acre for survey costs.

Nor were the 1912 survey liens the last of the survey charges to be borne by these lands. In 1926, when Horowhenua 11B41 South G6 (202 acres 2 roods 25 perches) was further partitioned into G6A to G6D, there was a further £43 9s. in survey charges to pay for the subdivisional survey. This is equal to another four shillings per acre on top of the five shillings five pence the parent block was already burdened with (as noted above); a total of over nine shillings per acre.[614]

On top of these high survey charges was the annual interest of five percent the Crown charged on the survey liens. If the liens were paid off promptly, this would not have built up too much: when the 1912 lien of £27 8s. on Horowhenua 11B41South G6 noted above was paid off in 1914 it had grown through interest charges to £31 10s. When interest on survey liens was first imposed in the nineteenth century the interest charges were limited to five years (Native Land Court Act 1894 (s.66), and by the Native Land Claims Adjustment and Laws Amendment Act 1901 (s.46) the five-year limit was applied to titles issued before and after 1894). The limit was removed (or, rather, simply not referred to) under the Native Land Court Act 1909 (s.402).

There was provision in the Native Land Act 1931 for survey liens, including interest charges, to be remitted by the Minister of Lands on the recommendation of the Native Land Court (s.503). The only times this provision was referred to in the enormous number of files reviewed for this research were in 1947, in relation to the huge survey liens owing on the titles included in the Taueki Consolidation Scheme, and in 1954 in relation to Part Horowhenua 11A7B (see below). Even then, the remission provided was not to remit the survey costs (for titles that now had to be resurveyed for consolidation anyway) or the decades of interest, but to remit only the interest in excess of that charged beyond the old five-year limit. In 1947, this remission was applied to interest in excess of five years on a total of about £86 in liens dating from between 1901 and 1923.[615] As exceptions to the rule go, it was as miserly as the interest charges left to stand against many other blocks were usurious.

Relief for those Muaupoko land owners who managed to retain their indebted land was not provided until the Maori Affairs Amendment Act 1974 (s.56) discharged all remaining survey charges. There was nothing preventing the Crown from providing this relief decades earlier, or limiting the time for which interest could be charged on survey liens to five years, as had previously been the case.

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613 Wai 2200 #A70(a) MLC Documents Volume VII, pp.561-562 and 567, and Volume IX, pp.460-470.
614 Wai 2200 #A70(a) MLC Documents Volume IX, p.463.
615 Wai 2200 #A70(a) MLC Documents Volume VIII, p.533.

As a result of the 1909 Act the interest charges on the survey debts owed by Muaupoko land owners just kept accumulating indefinitely, until the interest charges outstripped the original survey costs. For instance, to stay with the Horowhenua 11B41 South G titles noted above, the share of the 1926 survey charges owed by Horowhenua 11B41 South G6B (14 acres 3 roods 3 perches of landlocked land) was £6 5s. 6d., which is already a very high rate of eight shillings six pence per acre. But by the time the lien was discharged in 1952 (after being leased in 1951) it had increased by nearly 250 percent to £15 1s. 9d., which is £1 12s. per acre. This consumed about half of the first year's rent under the 1951 lease.[616]

The unlimited time for which interest was charged on survey debt casts the Crown in the role of usurer. The example above was not a one-off. For instance, when Horowhenua 11B42A4C (3 acres 2 roods 23 perches) was purchased from its indebted owners in 1952, it was charged with survey debts dating back to 1924 and 1926, plus more than 25 years' interest:[617]

Lien, 1924	£0 5s. 10d	Interest, 1924-52	£0 8s. 8d.
Lien, 1926	£3 15s. 8d.	Interest, 1926-52	£4 19s. 3d.
Lien, 1926	£13 6s.	Interest, 1926-52	£16. 18s. 9d.
Total Liens	£17 7s. 6d.	Total Interest	£22 6s. 8d.

The total survey debt owing in 1952 was thus £39 14s. 2d., or over £11 per acre. The original survey charges dating from 1924 to 1926 were high enough (nearly £5 per acre) but the interest charges were usurious. This is without considering the high survey charges imposed on the preceding Horowhenua 11, 11B, 11B42, and 11B42A titles which were cleared before the subdivisional survey charges above even arose from 1924 to 1926. In 1952, at the time of alienation, the land was valued at just £70, so the survey liens represented 56 percent of the Government Valuation. Fortunately for the owners (Rangi Piripi Kingi, Kawaurukuroa Hanita, and Mangau Hanita) the purchaser (John Guy, a contractor based in National Park) was willing to pay market value rather than the inadequate Government Valuation, so the owners were paid £364 (less the survey liens).[618]

Another small title affected by these usurious charges on already high survey debts was Horowhenua 11B41E5B (4 acres 3 rood 27 perches). In addition to the survey charges already paid for Horowhenua 11, 11B, 11B41, and 11B41E, the two owners of this small block were charged in 1924 and 1926 with a total of £4 8s. 10d. for the two subdivisional surveys of

616 Wai 2200 #A70(a) MLC Documents Volume IX, pp.461-462 and 464.
617 Chief Surveyor to Maori Land Court, 29 May 1952. Alienation file 3/9464. MLC, Whanganui.
618 Alienation file 3/9464. MLC, Whanganui.

11B41E5 and 11B41E5B. Interest of £6 1s. 3d. on these charges until the purchase of the land in 1953 took the total survey debt to £10 10s. 1d., or more than £2 per acre. At the time the land was purchased, the gross annual rental income under a 1949 lease was just £5 and the land was then valued at just £65, so the survey liens or, rather, the usurious interest, represented a significant proportion of the land's value. As the purchase of the land was not completed until 1954, the final bill for the survey lien was £10 13s. There were also outstanding Court fees of £5 owing.[619]

In the case of Horowhenua 11B41 South O (45 acres 1 rood 8 perches) the 1912 survey charge for the 1910 partition of the title was £5 15s., or about two shillings six pence per acre. By the time the lien was discharged in 1942 (after purchasing began in 1941) the lien had grown with interest to £14 7s. 2d., an increase of about 250 percent.[620]

Land in this vicinity was of limited economic utility, so these survey debts could represent a significant portion of the land's value. For instance, Horowhenua 11B41 South I2A2 (80 acres 2 roods 29 perches) was charged with a share of the 1926 survey charge of £34 14s. 10 for the partition of parent block Horowhenua 11B41 South I2A. A year later it bore a survey charge of £18 6s. 4d. for the I2A2 partition survey. A share of survey costs on prior titles brought the charges to a total of £67 0s. 6d. but by the time the debt was discharged in 1961, further interest charges had taken the total bill to £83 15s. 8d. The payment of this lien was related to the purchase of most of the interests in the block in 1961, which was then valued at £460.[621] The survey charges thus represented almost 20 percent of the land's value.

The situation confronting the owners of Horowhenua 11B41 South Q (55 acres 2 roods 2 perches) was even worse. In 1912, the survey charges for the partition of the title out of its parent block were £6 19s. 5d., which is already the quite high rate of two shillings six pence per acre. Over the next 40 years, interest charges added £14 9s. 1d. to this sum, making a total owing in 1953 (when the land was purchased) of £21 8s. 6d., which is about seven shillings nine pence per acre. This was at a time when the Government valuation of the land was just £30, as it consisted of "worthless" sand dunes and a small lake.[622] The survey costs thus represented an outlandish proportion of the land's value, although it was then under lease for an annual rental of

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619 Chief Surveyor to Maori Affairs, 16 June 1953, and Board file cover sheet, 1949. Alienation file 3/9180. MLC, Whanganui, and; Wai 2200 #A70(a) MLC Documents Volume IX, p.98.

620 Wai 2200 #A70(a) MLC Documents Volume VII, pp.595-597.

621 Wai 2200 #A70(a) MLC Documents Volume IX, pp.419-420, 422, and 427, and; Alienation file 3/9793. MLC, Whanganui.

622 Wai 2200 #A70(a) MLC Documents Volume VII, pp.606-607.

£10, indicating the valuation did not reflect its recreational value to the duck hunters who leased it.[623]

Two other blocks affected by significant survey charges and interest bills are Horowhenua 11B41 North A3A & 3B1 (43 acres 3 roods 38 perches) and Horowhenua 11B41 North A3A & 3B2 (73 acres 1 rood 12 perches). When leased out in 1950, these were found to be burdened with large survey charges, the bulk of which comprised interest charges:[624]

Horowhenua 11B41 North A3A & 3B1 Survey Lien	
Principal	£13 7s. 2d.
Interest, 1922-1951	£31 16s. 3d.
Total	£45 3s. 5d.
Horowhenua 11B41 North A3A & 3B2	
Principal	£22 5d. 4d.
Interest, 1922-1951	£34 8s.
Total	£56 14s. 4d.

The total of over £100 represented a large portion of the first year's rent (£146 13s.) under the Board's 1950 lease to Ian Grey, a Reikorangi farmer.

Given the constantly increasing interest charges, those who were unable to make an early repayment were at a disadvantage. For instance, in 1921 Horowhenua 11A7B (11 acres 1 rood) was charged with £17 6s. for the partition survey of 1920. Although it was not further partitioned until 1955, one of the three owners (Kawaurukuroa Hanita) wanted to gift his one-third share to Wiki Hanita in 1934. In order for that gift to be registered the survey lien had to be paid, so in 1934 his share of the lien was discharged, being £5 15s. 4d. plus interest of £3 13s. 8d.; a total of £9 9s.[625] The balance of the lien continued to accumulate interest. In 1948, when another owner sought to gift his share to his parents he was told this could not be done until earlier dealings were registered, and they could not be registered until the balance of the survey lien, £11 16s. 8d. plus interest from 1920, was paid. The Board advised the owner it would apply to the Court for "a reduction in the interest which you can see is substantial."[626] It appears the application may have been successful because when the lien was discharged in 1954 (as part of getting the land

[623] Minutes of meeting of owners, 7 September 1953. Alienation file 3/9433. MLC, Whanganui.
[624] Chief Surveyor to Registrar, 22 December 1950, and; Blenkhorn & Todd, Levin to Chief Surveyor, 9 August 1951. AAMA 619/13, 20/59, Part 11. Archives NZ Wai 2200 #A161(a), po.195-196.
[625] Wai 2200 #A70(a) MLC Documents Volume VIII, p.611.
[626] Registrar to Kumera Matakatea, Levin, 14 September 1948. Alienation file 3/9277. MLC, Whanganui.

leased) it stood at £14 8s. 4d.[627] In other words, interest was charged on the outstanding portion of the lien from 1920 but only for five years, with other 24 years of interest remitted. Even so, the total charge of £23 17s. 4d. paid for the survey of just 11 acres is still high.

Survey charges alone had an impact on the economic return the owners could get from lands they were not occupying, but other title charges also continued to eat into the return long after the high initial costs of obtaining title in the nineteenth century. For instance, in the 1940s Horowhenua 11B41 North D2A (355 acres 2 roods 30 perches) was, like other blocks, burdened with survey liens and interest charges dating back to the 1922 title. The 1923 survey charge was £24 7s. 8d. but by 1942 interest charges of £22 3s. 8d. took total costs to £46 11s. 4d. On top of this was succession duty of £90 14s. 2d., land tax of £2 18s. 4d., and rates arrears. The land had been leased out in 1940 but by 1945 the Board had collected only £152 8s. 9d. in rents. The £140 3s. 10d. of charges owing on the land ate up nearly all of the rent. The Court acknowledged "the charges are substantial," and directed in 1940 that only half the rent could be diverted to such charges (including rates), so it took some time to discharge them.[628]

One way to avoid survey costs was to retain a partitioned title without a survey. This was risky in relation to adjoining titles whose survey might interfere with the unsurveyed land, and it also meant that no dealings could be registered against the unsurveyed title such as leases, making it very difficult to earn any income from the land. Another disadvantage was that survey costs did not appear to reduce over time, regardless of how much other surveying was done for adjoining lands. Kahukiwi Matakatea discovered this the hard way in 1955, having left her small block, Horowhenua 11B36 Section 3H3A (5 acres 22 perches), unsurveyed after it was partitioned out in 1953. This did not deter the purchaser, Sue Yee Wah, who agreed to pay £600 for the land in 1955. The purchase could not be completed until the block was surveyed, which was estimated to cost £55 (plus £9 to register the title) and took some time. Months later, with Kahukiwi increasingly desperate for what was left of the purchase proceeds, the Chief Surveyor said he could not guarantee the survey could be done for £55 and wanted £100 of the proceeds retained to cover it.[629] This was one-sixth of the price of the land.

The adjoining title, Horowhenua 11B36 Section 3H3B (9 acres 22 perches) was also still unsurveyed in 1953, but when it was purchased by Lloyd Tyree in 1956 for £600, he was induced to meet most of the survey fees; paying an additional £50 for the purchase. This left the vendor,

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627 Wai 2200 #A70(a) MLC Documents Volume VIII, p.606.

628 Registrar to Shepherd, 25 July 1940; Registrar to Read, 2 August 1940; Park & Bertram to Native Department, 19 March 1941; Chief Surveyor to Registrar, 19 February 1942, and; Rent Statement, 1940-1945. Alienation file 3/9361. MLC, Whanganui.

629 Kahukiwi Matakatea to Maori Trustee, 17 August 1955, and; Chief Surveyor to Maori Trustee, December 1955. Alienation file 3/9556. MLC, Whanganui.

Haupo Para Matakatea ('Mrs Rudd'), paying the other £10. This condition was reflected in the nett price though, which was £25 below the statutory minimum of Government valuation (£625). As noted elsewhere in this report, the vendor then had significant debts, in addition to the survey fees. These debts may have contributed to the Maori Trustee's decision to sell her land while it was briefly in his care. Yet the land had only recently been leased out to Muaupoko farmer Thompson Tukapua at an annual rental of £41 2s. 5d., which represented a far better rate for return on her land for Haupo Matakatea than the purchase price of £600.[630] This suggests the Maori Trustee's rationale for selling the land from under her was to clear the debts quickly, rather than use the rents to pay them off over several years while retaining ownership. As noted elsewhere in this report, the Board had in earlier years declined to confirm purchases of land where it was leased out at a better rate of return for the owners.

Another unsurveyed title that was sold at a discount is Horowhenua 3C2B (209 acres 2 roods 16 perches). In addition to being unsurveyed since the title was ordered in 1909, the block was also landlocked. Despite these disadvantages a lease at the statutory minimum rental of £104 7s. 6d. a year was arranged in 1957, but the lease did not long endure. In 1960, the adjoining owner, who did not need to be concerned about the lack of access, offered to purchase the land for £1,257 12s. and the minority of owners (holding less than one-quarter of the shares) who attended the meeting of owners agreed to sell at the end of the half-hour meeting. The purchase was confirmed, despite opposition from those unable to attend the meeting. The low price paid for the land (relative to the rental income) reflected the lack of access and the lack of a competitive market, but it also reflected the need for the purchaser to pay for the survey of the block, which was estimated to cost £189.[631] This was a significant share of the price paid for the land.

Survey costs also had a costly impact on the Taueki Consolidation Scheme in the 1940s, due to survey debts dating back to the 1920s. Jane Luiten notes that the consolidation scheme incurred about £190 in survey costs (£191 11s. to be exact) and £28 in valuation fees, but in 1951 the owners were advised that no costs were to be charged for the title consolidation.[632] This may leave an impression that there were no survey costs involved in the Consolidation Scheme but nothing could be further from the truth. The consolidated titles were not charged for the fresh surveys needed at the conclusion of the Scheme, but all of the titles in the Scheme had significant existing survey debt which was not remitted. As noted above, all that was remitted was the

630 Alienation file 3/9554. MLC, Whanganui.
631 Minutes of meeting of owners, 22 July 1960; Chief Surveyor to Registrar, 15 December 1960, and; Lease confirmation, 24 February 1957. Alienation file
632 Wai 2200 #A163, pp.375-376.

usurious interest charged by the Crown in excess of the first five years after the liens were ordered.[633]

The extent of the survey liens charged against the titles in the Consolidation Scheme was a severe handicap on the future economic viability of the lands, which is why the modest remission of excessive interest charges was recommended by the Court in 1947, and agreed to by the Minister of Lands in 1948.[634] As it was, the Board had "just sufficient funds" to meet the remaining survey charges of £108 (the £86 noted earlier plus five years interest), plus rates arrears of £23, plus succession duty of £158 8s. 11d. (without the remission the interest bill on the surveys would have been about £115 rather than the £22 charged). In other words, while the £191 11s. cost of new surveys for the Scheme was (as noted above) borne by the Crown, the owners were still left with a bill of £289 for existing charges on their lands. On top of this, they had already paid out £111 in survey charges on seven of the titles included in the scheme, which takes their known title expenses to £400.[635] (Another source gives the owners' payment on the seven titles as £117, the titles being Horowhenua 11A5E2, 11A5F, 11B36 Section 1B1, Section 1B2, Section 1E6B1A, 11B40, and 11B41 North A1A, which comprised two-thirds by value of the lands retained by the Taueki whanau).[636]

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633 Wai 2200 #A70(a) MLC Documents Volume VIII, p.533.

634 Under-Secretary for Lands to Maori Affairs, 9 March 1948. AAMA 619/13, 20/59, Part 11. Archives NZ Wai 2200 #A161(a), p.202.

635 Chief Surveyor to Under-Secretary for Lands, 18 February 1948. AAMA 619/13, 20/59, Part 11. Archives NZ Wai 2200 #A161(a), p.203.

636 Registrar to Chief Surveyor, 6 November 1947. AAMA 619/13, 20/59, Part 11. Archives NZ Wai 2200 #A161(a), p.208.

5. Rates

The imposition of local body rates on Muaupoko land from the 1890s to the present has been covered to a large extent in the existing research, notably the comprehensive report of Suzanne Woodley, which contains several sections dealing with Horowhenua block rating issues.[637] It is not proposed to revisit that work here but rather to highlight the impact of the rating regime on Muaupoko lands in Horowhenua, and provide additional evidence where this has been located in the sources.

As Woodley notes, rates arrears had emerged as early as 1892, when leases of Horowhenua land to Sir Walter Buller included a provision for the lessee to pay the rates arrears, which already amounted to £48.[638] As early as 1904, Horowhenua land at Te Arapaepae (east of Levin) was being offered to the Crown for purchase due to rates debt. Three owners, Hopa Te Piki, Toti Tupou, and Waata Tupou, told Native Minister Carroll that even though they could not find a tenant for the land "we are continually paying rates thereon year after year and your remnant can see that we get no benefit therefrom." There was no response to the offer beyond an instruction to officials: "file."[639]

After this initial threat to Muaupoko land posed by rates, the Horowhenua County Council and the Levin Borough Council took little action to pursue unpaid rates. Many Muaupoko blocks were under lease, with the lessee paying rates, so the problem of unpaid rates was much less severe than it might have been. Even so, by the 1930s – with the pressure on Council income arising from the Great Depression – enforcement of rates was increased and Muaupoko land owners (already under severe economic stress from reduced rental incomes and the discrimination they suffered in the delivery of unemployment relief) came under the threat of charging orders and compulsory sales as a result of rates arrears.

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637 Wai 2200 #A193.
638 Wai 2200 #A193, p.459.
639 Hopi Te Piki and others to Native Minister, 12 December 1904. NLP 1905/4. MA 75/4/24. Wai 2180 #A16 Document Bank, pp.4392-4394.

An early example concerns the impoverished Marokopa Matakatea. As discussed in the section on Statutory Paternalism, he was in dire financial straits by 1931 due to lack of work and the Board retaining what little capital he had realised from the sale of Horowhenua 11B41 North A2B1 (56 acres 2 roods 30 perches). One result was that he fell behind on the rates owing on his house and half-acre town section on Mackenzie Street in Levin (Lot 77 DP 687 Part Subdivison10 Horowhenua). He had bought the land from Miriama Pahi in 1918 for £30 before building on it, taking on mortgages of £100 and £75 in 1926 and 1927 respectively. In 1931 the Levin Town Clerk advised the Board Marokopa owed £7 19s. 4d. in unpaid rates.[640] As noted elsewhere in this report, his debts were successfully cleared and his house saved but this consumed most of 'his' money that was retained by the Board. The remaining money was drip-fed in such small amounts (15 shillings a week) that he fell into arrears on his rates again, and by early 1934 owed £5 19s. 11d. in rates.

By 1938, the Board retained none of 'his' money and the Levin Borough Council grew impatient for rates of £9 owing for the 1936-37 year (including arrears). As the Board had had no more of Marokopa's money to pay for rates, the Council applied to the Supreme Court to sell his house on Mackenzie Street (then valued at £165) within six months, all over rates arrears and costs of £10 19s. 5d. This action was facilitated by the town section being held as General land, so none of the "special procedures" applicable to the enforced sale of Maori land for unpaid rates applied (such as obtaining the consent of the Native Minister). The Mackenzie Street property had become General land when the Board acquired it under the Native Land Amendment Act 1913 (s.92), so the cost for Marokopa of saving his whanau's home was that it was now easier for it to be lost by another means.[641]

A Native Department official in Levin visited the house on Mackenzie Street, which was then being occupied by Marokopa's son, and discovered that Marokopa was now working for the Native Department. Both men undertook to pay off the rates charges in a few weeks out of their wages.[642] In 1947, Marokopa faced further rates arrears of £29 1s. 3d. and was worried "I may lose the place." He was no longer living in the "old condemned house," having moved to Foxton to cut flax, and wanted to transfer the house to his daughter so she could take over responsibility for the rates and arrange to build a new house. There was also a plan in place with the local tribal committee to subdivide the large section to enable a new house to be built on it for his son Ike,

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640 Town Clerk to Board, 19 March 1931. Alienation file 3/8735. MLC, Whanganui.
641 Board to Town Clerk, 15 September 1938; Supreme Court notice, 14 July 1939, and; Native Department Solicitor to Board, 6 September 1939. Alienation file 3/8735. MLC, Whanganui.
642 Native Department, Levin, to Board, 26 September 1939. Alienation file 3/8735. MLC, Whanganui.

who was homeless with a family of seven to home.[643] Like land titles, housing and rates were rarely a simple matter for Muaupoko.

As noted in the existing research, the Horowhenua County Council also began taking legal action to recover rates arrears involving Horowhenua blocks in the 1930s, but the 44 blocks concerned are not specified.[644] The Native Land Court Minutes reveal that 16 of the 44 cases brought by the County involved Muaupoko lands, and they were charged with £36 of the £170 in charging orders and court costs won by the County. Horowhenua 3E1 Sections 1 to 5 were affected, with small arrears ranging from a few shillings to just over £1, but all of these arrears were paid between the time the County's case was first called in October 1932 and when it returned to Court in March 1933.[645]

The largest rates charging order sought was £8 15s. against Horowhenua 11B36 Section 4A, with Horowhenua 11B41 South F2B close behind on £8 7s. 1d. Other blocks charged with arrears of between £1 and £2 were Horowhenua 11B36 Section 2L3B, Horowhenua 11B41 North E1, Horowhenua 11B41 North E2, and Horowhenua 3C3B to 3C3G. The result of the County's actions was that, other than the five Horowhenua 3E titles (whose owners had paid off the arrears by 1933), the lands were vested in the Native Trustee as receiver (under the Rating Act 1925 (s.107)).[646]

As Suzanne Woodley has noted, the County Clerk told the Native Rates Committee inquiry later in 1933 that the cost of getting the £170 of rates charging orders was so great that the revenue obtained scarcely amounted to £5. In any case, the rates levied on Maori land occupied by Maori were minimal (£509 of which £33 had been paid) compared to the rates on General land (£18,559).[647] The County acknowledged that most charging orders against Maori land were for "extremely small amounts," and even some of the larger charges were for bush-covered hill blocks from which not even the receiver could be expected to derive any income to pay rates arrears or current rates. The County even admitted that most of the 44 blocks it had just imposed charging orders on should not be rateable at all and would need to be removed from the rating roll. At the same time, the County told the 1933 Rates Inquiry that it was reluctant to remove unrateable Maori land from the rating roll in case Maori somehow got the idea "they need not

643 Marokopa Matakatea, Foxton, to Board, 24 November 1947, and; Field Supervisor, Levin, to Board, 9 December 1947. Alienation file 3/8735. MLC, Whanganui.
644 Wai 2200 #A193, pp.469-470.
645 Otaki MB 59, pp.141 and 167.
646 Otaki MB 59, p.167, and; Wai 2200 #A70(a) MLC Documents Volume VII, p.543 and Volume IX, p.403.
647 Wai 2200 #A193, p.471.

pay." Due to this unfounded prejudice, it refused to seek any exemptions of Maori land from the rating roll (other than urupa and marae, for which there was a statutory exemption).[648]

The lands it acknowledged should not be rated included Horowhenua 3C3B (104 acres 3 roods 31 perches) which was unoccupied steep bush land but was nonetheless charged with 16s. 11d. in rates in the 1930-31 year. The rates in that year for the similarly positioned Horowhenua 3C3C (34 acres 3 roods 37 perches), 3C3F (34 acres 3 roods 37 perches), and 3C3G (69 acres 3 roods 33 perches) were for only 5s. 6d. each, somewhat less than the costs of going to court to get the charging order. (By 1933 the charging order against Horowhenua 3C3G (69 acres 3 roods 33 perches) was still only £1 1s. 5d.)[649] All the remaining Horowhenua 3C sections (3C3B to 3C3G)[650] continued to be rated until they were permanently alienated from Muaupoko ownership in the late 1940s in a combined transaction for £525 (for 526 acres). On hearing of the pending combined purchase of Horowhenua 3C3B and 3C3G for £115, the County Council tried to claim rates arrears of £77 6s. dating back to 1930. This was not only unreasonable but untenable as most of the rates were no longer recoverable and the only charging order made was the small one in 1933. In addition, the County claimed a total of £18 11s. 8d. in rates for 1947-1949 on Horowhenua 3C3B, 3C3D, 3C3E, 3C3F, and 3C3G.[651]

The County's solicitor, the ubiquitous Park, also acknowledged to the 1933 Rates Inquiry that much of the Maori land it was trying to rate was incapable of generating an income sufficient to pay rates but said the solution to this problem was not to exempt land from rates but to see that it was purchased. He noted that many of the remaining titles "are very small," adding that "I do not thing there is one block left in the county that would justify the appointment of a receiver to administer it." He was satisfied that the problem was "a reducing one as the land was sold," pointing out there was only half the Maori land there had been 20 years earlier. He referred specifically to Horowhenua 11B41, noting that until 1908 it was "community land" but had since been individualised and was all occupied by Pakeha: "The question of rating there has been practically solved."[652] For the County the problem was not its rating policy but the existence of Maori land.

The pettiness of the County's approach to rating Muaupoko land is evident from the one made against Horowhenua 11B41 South F2B (26 acres 1 rood 28 perches), which was not discharged

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[648] Wai 2200 #A193, pp.476-479.
[649] Wai 2200 #A193, pp.476-477, and; Alienation file 3/9118. MLC, Whanganui.
[650] Horowhenua 3C3A (104 acres 3 roods 30 perches) was purchased in 1896.
[651] Horowhenua County Council to Board, 14 April 1949. Alienation file 3/9120. MLC, Whanganui. See also Alienaition files 3/9174, 3/9107, 3/9119, and 3/9118. MLC, Whanganui.
[652] Wai 2200 #A193, p.474.

until 1960.[653] In addition to the rates charging orders, it was burdened with a survey lien of £15 15s. plus five years of interest at five percent per annum since a 1923 partition order created the title (a total of about £20).[654] The title was Europeanised in 1956 on the basis that the successors to the owners were not 'Maori' as defined by the Maori Affairs Act 1953 (being deemed to be of five-eighths Pakeha blood).[655]

The futility of the 1933 rates charging orders did not deter the County from continuing its pursuit of Muaupoko land owners for rates unpaid on land that should not have been rated. The County returned to the Court in 1934 to seek a fresh batch of charging orders.[656] Three of the 16 orders sought related to Horowhenua blocks: 11B36 Section 2L3B (£3 3s. 6d.); 11B36 Section 2L4A (£13 11s. 6d.), and; 11A5F & 5N (£14 1s. 10d.). Only three charging orders were actually made from the 16 applications, and of those three only one was a Horowhenua block (11B36 Section 2L3H). The other 12 cases were adjourned to enable a search to be made of Valuation Department records as it was believed the assessments "are irregular."[657] For one thing, there was no such title as Horowhenua 11A5N. Moreover, it is difficult to imagine how as large a sum as £13 could have accumulated against a small block like Horowhenua 11B36 Section 2L4A (28 acres 3 roods 2 perches), or the £14 sought against Horowhenua 11A5F (19 acres 1 rood 36 perches).

A further round of 12 rates charging orders were applied for by the County in 1937, including two Horowhenua blocks, being the cases adjourned in 1934; Horowhenua 11B36 Section 2L4A and 11A5F & 5N (which did not exist), where the same extravagant orders were sought. This time, the County seems to have finally learned the error of its ways; the Court observed it was "desirable that the applications should be dismissed" because in "most cases" the land as described in the valuation rolls cannot be reconciled with Native titles. As a result the County itself applied to have the applications dismissed.[658] The County could only be faulted so far; while it had been willing pursue the rating of Maori land that should not have been rated, it can scarcely be blamed for the errors in the valuation roll, which lie with the Valuation Department. The extent of the erroneous rating charges calls into question the correctness and legitimacy of all the County's rates demands on Muaupoko land in this era.

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653 Wai 2200 #A70(a) MLC Documents Volume VII, p.543.
654 Alienation file 3/8926. MLC, Whanganui.
655 Wai 2200 #A70(a) MLC Documents Volume VII, p.540.
656 Wai 2200 #A193, p.479.
657 Otaki MB 59, p.259.
658 Otaki MB 60, p.96.

In 1940 the County had another crack at rates charging orders, applying to the Court for 30 orders, of which only three related to Muaupoko titles.[659] Only 11 of the applications were successful, the others being adjourned or dismissed to ensure the occupier (not the owner) was levied or because the rates had been paid (or arrangements were made for payment by instalment). The applications relating to Muaupoko titles were all adjourned.[660]

One of the Horowhenua blocks affected was Horowhenua 11B40 (17 acres 1 rood) which was charged with £5 18s. 5d. in rates arrears for the 1938-39 and 1939-40 years. An owner, Rihipeti Greenland (neé Kenrick) told the Court the land was occupied and informally leased by a Chinese market gardener and by Fatherley, but agreed to have these occupiers deduct the rates from the rent. She advised the Court the land contained an urupa, which was set aside from the informal leases but did not have a separate title (it was later set aside as Horowhenua A5G as part of the Taueki Consolidation Scheme). The County's application was adjourned to enable the occupiers to pay the rates and for the urupa (about a quarter of an acre) to be exempted from rating.[661]

Another Muaupoko block charged with rates and which was later included in the Taueki Consolidation Scheme was Horowhenua 11B36 Section 1E3A (7 acres 2 rood 28 perches). This small title was loaded with rates charges of £12 1s. 9d. for the 1938-39 and 1939-40 years but it was clear the owner-occupiers were not in a position to pay those rates. Rihipeti Greenland told the Court that she and many other owners held small shares through succession from Hare Taueki but the succession was not finalised until 1939, even though he had died in 1926. In any case, the land "does not produce any revenue" from which to pay rates, although there were two house on it; one that she had occupied since about 1938 with her four children and one occupied by Tame Taueki and his family. They had two house cows grazing on the land. She told the Court her husband could not afford to pay rates, having been on unemployment relief since about 1933 and currently away from home planting marram grass in the Waitarere sand dunes (probably on relief work). Rihipeti did have rental income from other lands she owned but pointed out these were all assigned to the Native Department for her housing loan. Tame Taueki's wife was present and said he had only sporadic work with the local farmer Read.[662]

Makareti Taueki, trustee for her children who held one-fifth of the title, thought Rihipeti and Tame should pay the rates as they were the only owners occupying the land. She also thought

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659 There were five Horowhenua blocks included but two of them (Horowhenua 11B41A1 and 11B41E1) were Ngati Raukawa land and are not examined here.
660 Wai 2200 #A193, pp.482-483 and Otaki MB 61, pp.162-175.
661 Otaki MB 61, p.164.
662 Otaki MB 61, pp.171-173.

that the houses they had built on the land increased its value and thus the rates bill (although it is not clear if the rates were based on the unimproved value of £305 or the capital value of £825). She hoped to occupy part of the land soon, and said she would pay her share of the rates when she did so. The Court adjourned the application to ascertain the Native Department's position on payment of rates by those with housing loans under the Native Housing Scheme.[663]

The final Muaupoko block in the County's 1940 applications was Horowhenua 11B36 Section 2L1B (55 acres 2 roods 24 perches) which was charged with a total of £21 15s. 2d. of unpaid rates for the 18938-39 and 1939-40 years. As the large local landowner Ryder was arranging a lease of the block, he agreed to pay part of the rates for the 1939-40 year, so the case was adjourned and the Court noted that when the lease was confirmed the Board could deduct the rates from the rent (including the arrears).[664]

The adjourned cases were soon back in Court in 1941 as part of a total of 38 County applications, of which 15 were successful.[665] This time the County succeeded with Horowhenua 11B36 Section 1E3A, with 10 shillings in costs added to the charge of £12 1s. 9d. An owner, Tame Taueki, was present but did not object.[666] The County this time also obtained its charging order against Horowhenua 11B40, with eight shillings costs added to the rates arrears of £5 18s. 5d. Other rates charging orders made were against Horowhenua 11A7B (for £7 18s. 1d. plus 8s. costs), Horowhenua 11B14 (£3 9s. 3d. plus 3s. costs), and Horowhenua 11B36 Section 3H3 (£11 12s. 1d. plus 10s. costs).[667] In the case of Horowhenua 11B14, this was one of the blocks in the vicinity of Te Rae o Te Karaka pa which was rated despite being landlocked, the owners deriving no income from it, and the title being in the name of deceased owners for whom no successors had been appointed.[668]

Three other applications against Muaupoko blocks in 1941 did not progress: in the case of Horowhenua 11B36 Section 2L4A and Section 2L2B the rates had been paid so the applications were struck out, while the 11B36 Section 2L1B case was adjourned to enable payment by arrangement.[669]

The point of a rates charging order for the County was to then proceed to obtain a receivership order to enable the Court to appoint a receiver (often the County itself) to lease out the land in

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663 Otaki MB 61, pp.171-173, and; Wai 2200 #A70(a) MLC Documents Volume VIII, p.794.
664 Otaki MB 61, pp.168-169.
665 Wai 2200 #A193, p.487.
666 Otaki MB 61, pp.310-323.
667 Otaki MB 61, pp.310-323.
668 Park & Bertram to Board, 5 April 1946. Alienation file 3/9020. MLC, Whanganui.
669 Otaki MB 61, pp.310-323.

order to recover the rates arrears and current rates. In 1941, the County's solicitors Park & Bertram proposed making a test application to the Court for receivership orders against nine of the 15 blocks where a charging order had been obtained, anticipating this would make a "great impression" on "the Natives" once they learned "valuable lands will be taken away from them for non-payment of rates." The nine test cases involved a total of £173 in rates charging orders and costs. Only two Muaupoko titles were included in the nine test cases: Horowhenua 11B36 Section 3H3 (£12 2s.) and Section 1E3A (£12 11s. 9d.). World War Two seems to have led the County to defer its receivership orders, although one order was made against a title outside the Horowhenua block.[670]

In 1946 the County revived the 14 outstanding charging orders for which receivership orders were sought. This included four Horowhenua titles already noted above: Horowhenua 11B36 Section 3H3 (£12 2s. 11d.); Horowhenua 11B36 Section 1E3A (£12 11s. 9d.); Horowhenua 11A7B (£8 6s. 1d.), and; Horowhenua 11B40 (£6 6s. 5d.). The receivership orders entailed a fresh round of costs; this time not only was there a £1 Court fee but Park & Bertram charged a guinea (£1 1s.) for each order.[671] This represented a large proportion of the total charges now imposed on the two smaller titles involved. In the case of Horowhenua 11B40, the Board was appointed as receiver.[672]

The results of these receivership orders are not apparent from the sources, but these titles seemed to be in the County's sights as they were subject to further charging orders and receivership orders in 1949 and 1951, which presumably enabled the County to continue to administer the lands and obtain its rates. For instance, the 1946 receivership order of £12 11s. 9d. on Horowhenua 11B36 Section 1E3A (for the 1941 charging order) was satisfied in 1948. The County responded in 1949 by getting another charging order for rates arrears for the two years to 1943 of £13 2s. 2d. plus 10s. costs. This was followed by a receivership order for that sum in 1951, which was discharged in 1954.[673] Yet in 1948 the title had been included in the Taueki Consolidation Scheme, becoming part of the Horowhenua A2 and A3 consolidated titles; a process that should have included payment of charges such as rates arrears (and survey liens). As set out below, both these titles also suffered from difficulty in paying rates.

Horowhenua 11B36 Section 1B1 (80 acres 1 rood 23 perches) is another Taueki Consolidation Scheme title that was nonetheless placed in receivership for rates arrears after the Scheme titles had been ordered in 1948. In 1951, the Board was appointed receiver to recover a rates charging

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670 Wai 2200 #A193, pp.487-490.
671 Wai 2200 #A193, pp.490-491, and; Wai 2200 #A70(a) MLC Documents Volume IX, p.172.
672 Wai 2200 #A70(a) MLC Documents Volume IX, p.172.
673 Wai 2200 #A70(a) MLC Documents Volume VIII, p.793, and Volume IX, p.170.

order made earlier that year of £24 10s. 3d, plus 15s. costs, to which were now added £1 Court costs and the County solicitor's fee of £1 11s. 6d.[674]

To return to the 1946 orders, the 1946 receivership order of £12 2s. 11d. against Horowhenua 11B36 Section 3H3 was discharged in 1948.[675] At first glance, the charge seems have been paid off through rental payments under a lease arranged in 1940 but the land had been under lease since 1925, so the lessees (John McDonald until 1940) should have been paying the rates all along, not the owners. It was the Board's responsibility to see that the occupier did pay the rates, seeing as it had arranged the lease, but the rates were not paid and ended up as a charge on the land.[676] As Woodley has noted, Maori Affairs later found that Park and the County had been resorting to charging orders and receivership orders against lands that were under lease, where the rates were recoverable from the occupier. Maori Affairs had no difficulty in locating the lessees and arranging for the payment of the rates, thus satisfying the charging orders. The County itself could have done this, and saved a great deal of Court costs and legal fees.[677]

The 1946 receivership order of £8 6s. 1d. against Horowhenua 11A7B was also discharged in 1948.[678] In 1949, the County sought another charging order, this time for £10 3s. 5d. plus costs of 10s. for rates back in 1941-1943, following this up in 1951 with another charging order of £16 8s. 11d. plus costs of 10s. for rates arrears from 1949-1951. It should be noted that the small block (of only 11 acres) was also burdened with a survey lien of £14 8s. 4d. plus interest. The lien and the rates charges appear to have been discharged in 1954, after the block was leased out to the Levin butcher William Urquhart in 1953 at an annual rental of about £48.[679]

The 1946 receivership order of £6 6s. 5d. against Horowhenua 11B40 was also discharged in 1948.[680] As with other blocks, in 1949 the County then revived rates arrears dating back to 1941-1943 and obtained another charging order (for £5 8s. 8d., plus 8s. costs).[681]

Charging orders also continued to be imposed on Horowhenua titles in 1946, such as Horowhenua 11B41D (5 acres), which was charged with £9 7s. 10d. plus costs of 8s. for the years 1941-43. In 1949, a further charging order was made for the 1944-45 year of £4 14s. 1d. plus 6s. costs (taking the total charged to £14 15s. 11d.) This was in addition to a survey lien of

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674 Wai 2200 #A70(a) MLC Documents Volume IX, pp.752-753 and 789.
675 Wai 2200 #A70(a) MLC Documents Volume VII, p.385, and Volume IX, p.170.
676 Alienation file 3/9415. MLC, Whanganui.
677 Wai 2200 #A193, p.492.
678 Wai 2200 #A70(a) MLC Documents Volume IX, pp.170 and 173.
679 Wai 2200 #A70(a) MLC Documents Volume VIII, pp.606-610.
680 Wai 2200 #A70(a) MLC Documents Volume IX, p.170.
681 Wai 2200 #A70(a) MLC Documents Volume IX, p.169.

£5 2s. 6d. plus interest, outstanding since 1913. The 1946 and 1949 rates charging orders were discharged in 1952.[682]

The County seemed emboldened by its success in the post-war years and in 1949 returned to Court with 51 applications for charging orders for rates arrears from 1945-46.[683] It also sought some receivership orders for blocks in addition to those noted above, including Horowhenua 11B14, previously charged in 1941 for £3 9s. 3d. plus 3s. costs to which was added another £2 17s. 3d. unpaid rates plus costs of three shillings, plus receivership order Court costs of £1 and solicitor's fees of one guinea, taking the total debt to £8 13s. 3d.[684] The 1949 charging orders also included Horowhenua 11B36 Section 1E3B2 (19 acres 3 roods 21 perches) for which a charging order was made for unpaid rates of £22 11s. 2d. for the years 1941-43, plus costs of 15s.[685]

In 1951, the County expanded its receivership operation into 54 titles, with the Board appointed as receiver in each case.[686] Earlier that year, it also applied for further charging orders, including one against Horowhenua 11B41 North B3 Section 2B (57 acres 2 roods 18 perches) which was charged with rates arrears for 1949-51 of £14 14s. 3d. plus 10s. costs. This was the basis for a receivership order later that year for £15 4s. 3d. plus Court costs of £1 and solicitor's fees of one guinea; a total of £17 5s. 3d. The receivership was discharged in 1952.[687] In 1953, part of the block (34 acres 12 perches) was leased out by an owner, Ruby Timu (Oriwia Muna) to the large local landowners, the Evertons, for and annual rental of £136 which took care of future rates. She needed the rental income to pay off her Maori Affairs housing loan, having partitioned out her interests for the lease, these being defined as Horowhenua 11B41 North B3 Section 2B1 (31 acres, after a deduction for a roadway to 2B2).[688]

Other Muaupoko titles affected by these 1951 charging and receivership orders are several small subdivisions of Horowhenua 3E1, including Section 2 (4 acres 2 roods 17 perches), Section 3 (3 acres 1 roods 16 perches), and Section 3B (2 acres 1 rood 20 perches). Two other small blocks charged with rates arrears were Horowhenua 11A4B1 (1 acre 2 roods 31 perches) and 11A4B2 (1 acres 2 roods 33 perches). Despite their small area, these blocks had a high rates burden. Horowhenua 11A4B1 and 11A4B2 were charged with £2 15s. 11d. and £7 6s. 6d respectively, plus 3s and 10s costs respectively.[689]

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682 Wai 2200 #A70(a) MLC Documents Volume IX, pp.136-138.
683 Wai 2200 #A193, p.491.
684 Wai 2200 #A70(a) MLC Documents Volume VIII, pp.742-744.
685 Wai 2200 #A70(a) MLC Documents Volume IX, p.11.
686 Wai 2200 #A193, p.492.
687 Wai 2200 #A70(a) MLC Documents Volume IX, pp.293-294.
688 Alienation file 3/9506. MLC, Whanganui.
689 Wai 2200 #A70(a) MLC Documents Volume VIII, p.525.

Similarly, Horowhenua 11B39A1 and A2 (each of 7 acres 1 roods 10 perches) were charged with unpaid rates for the 1949-51 years of £5 18s. and £3 19s. 9d. plus costs of 10s. and 3s. respectively.[690] Horowhenua 11B41D (5 acres) was subject to a rates charging order of £17 15s. 5d. (including costs).[691] Horowhenua 3E1 Section 2 was charged with arrears of £5 5s. 4d. plus 8s costs for the years 1949-51, as well as an earlier 1949 charging order for the 1942-43 years of £3 0s. 6d. plus 3s. costs; a total of £8 16s. 10d.[692] In 1952, when the indebted land was purchased by Dalgety & Co., the County obtained a total of £9 5s. 7d. from the Board out of the purchase proceeds, referring to legal fees and Court fees as well as current rates.[693]

Horowhenua 3E1 Section 3 faced a similar rates bill in 1951, when it was charged with £4 16s. 11d. for rates from the years 1949-51 plus 3s. costs. Later that year this was the basis for a receivership order with an additional £1 Court fees and solicitor's fees of 10s. 6d.; a total of £6 10s. 5d. The receivership was a failure, besides which the orders were out of date, as Section 3 had been partitioned in March 1949 into Section 3A (3 roods 36 perches) and 3B (2 acres 1 rood 20 perches). Ignoring the failure of the receivership to deliver any payment, the County obtained another receivership in 1956 for the same £6 10s. 5d., with the County Clerk John Hudson now appointed as receiver (this being discharged in 1970 as circumstances had changed). In 1957, 3B was further partitioned into 3B1 (1 rood 38 perches) and 3B2 (1 acre 3 roods 22 perches), and in 1959 a payment of £1 15s. 1d. was made to clear the share of the rates owed by Horowhenua 3E1 Section 3B1. The balance of the rates owing in 1951 were not paid until 1966, when Section 3A was purchased from its sole owner. In the same year Section 3B2 was vested in the Maori Trustee under the Rating Act 1925 (s.109) to be sold for unpaid rates, but he did not sell the land. Despite this he obtained an order for $50 to cover his costs. It continued to be burdened with rates charging order for the period 1966 to 1972, totalling $169.48. In 1972, the vesting in the Maori Trustee was cancelled and the land was instead vested in James Flowers (a long-serving Maori Affairs field supervisor and then a local body rates collector) under a s.438 trust for purpose of sale and in 1974 the land was sold by him for $2,000. The rates debts and related costs consumed more than 10 percent of the purchase price.[694]

Another round of County receivership orders were processed by the Court in 1952 against 13 titles, including four tiny Muaupoko blocks; Horowhenua 11A4B1 (1 acre 2 roods 31 perches), Horowhenua 11A4B2 (1 acres 2 roods 33 perches), and Horowhenua 11B39A Sections 1 to 3

690 Wai 2200 #A70(a) MLC Documents Volume IX, p.184.
691 Wai 2200 #A70(a) MLC Documents Volume IX, p.128.
692 Wai 2200 #A70(a) MLC Documents Volume VI, pp.480-481.
693 Horowhenua County Council to Maori Land Court, 19 February 1952. Alienation file 3/9249. MLC, Whanganui.
694 Wai 2200 #A70(a) MLC Documents Volume VIII, pp.217 and 220-221, and Volume VI, pp.490, 492, and 495-496, and; Alienation file 3/10089. MLC, Whanganui.

(Sections 1 and 2 are each of 7 acres 1 rood 10 perches).[695] The first such order somewhat ignored the fact that Horowhenua 11A4B1 had been partitioned in March 1949 (into 4B1A of 1 rood and 4B1B of 1 acres 1 rood 24 perches). The final order related to a title that did not exist (Horowhenua 11B39 Section 3). The charging order of £3 19s. 9d. plus costs of £1 13s. 9d. (a total of £5 13s. 3d.) against Horowhenua 11B39A2 was paid and discharged in 1955.[696] However the latter title was subject to a further rates charging order of £11 11s. 8d. which was not discharged until 1967.[697] An order was also made against Horowhenua 11B39B (4 acres 2 roods 20 perches) in 1952 for £2 15s. 9d. in rates arrears plus very high costs of £1 13s. 6d.; the total of £4 9s. 3d. was paid off in 1955.[698]

With the winding up of the Board, the Maori Trustee was selected as the receiver to recover the "trivial" amounts involved. Maori Affairs Field Supervisor objected to the County's use of receivership orders, advising Maori Affairs yet again that the County was failing to make reasonable inquiries to identify the occupier liable for rates (such as a lessee) before applying for charging orders and receivership orders. As before, nothing was done to ensure the County had properly rated Maori land before applying for these orders, at which point the onus for recovering the rates fell on the Maori Trustee (as receiver). In 1956 the Maori Trustee declined to take on such receiverships, due in part to the trivial sums involved and the even tinier commission he could charge, and in part to some lands simply not being capable of paying rates which meant they should not have been rated in the first place. The County simply applied to itself be appointed as receiver.[699] One of the first County receivership appointments related to Horowhenua 11A4B2, with the County made receiver in 1956 on the basis of the 1952 charging order noted above of £9 17s. 6d. It does not appear to have been discharged until 1969. A further charging order of £6 0s. 1d. plus 10s. costs was made in 1963 for unpaid rates from 1960-62, which was discharged in 1969 in preparation for the land being Europeanised in 1970.[700]

In 1953 the annual round of County charging orders was renewed, when 87 charging orders were sought. These included the Taueki Consolidation Scheme titles Horowhenua A2G, A2H, A2J, A2L, A3B, A5F2, as well as a number of Horowhenua 11B36, 11B39, and 11B41 titles. A large proportion of the applications were successful, with 74 orders, nine adjournments, and just four dismissed.[701] Among the titles where charging order details have been identified in 1953 are:[702]

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695 Wai 2200 #A193, p.493.
696 Wai 2200 #A70(a) MLC Documents Volume IX, p.183.
697 Wai 2200 #A70(a) MLC Documents Volume IX, p.185.
698 Wai 2200 #A70(a) MLC Documents Volume IX, p.177.
699 Wai 2200 #A193, pp.493-494.
700 Wai 2200 #A70(a) MLC Documents Volume VI, pp.738-740.
701 Wai 200 #A193, p.495.
702 Wai 2200 #A70(a) MLC Documents Volume IX, pp.134, 184, 190, 320, 4422-23, 534, and 671, and Volume VI p.507; Alienation file 3/9516. MLC, Whanganui.

Horowhenua 3E1 Section 5 (6 acres 2 roods 30 perches)	£6 8s. 5d. plus 8s. costs
Horowhenua 11B39A1 (7 acres 1 rood 10 perches)	£5 18s. plus 10s. costs
Horowhenua 11B41D (5 acres)	£18 7s. 7d. plus 10s. costs
Horowhenua 11B41 North B3 Section 3 (44 acres)	£7 5s. 7d. plus 10s. costs
Horowhenua 11B41 South I2A1 (25 ac. 3r. 36p.)	£14 10s. 5d. plus 10s. costs
Horowhenua 11B41 South I2A2 (80 ac. 2r. 29p.)	£3 9s. plus 3s. costs
Horowhenua 11B42A1J (1 acre 7 perches)	£11 0s. 3d. plus 10s. costs
Horowhenua A3B (1 rood 24 perches)	£12 6s. 5d. plus 10s. costs
Horowhenua A5F2 (48 acres 2 roods 14 perches)	£6 2s. 7d. plus 8s. costs

The Horowhenua 11B39A1 charging order was its share of the total of £11 11s. 8d. previously charged in 1953 against Horowhenua 11B39, even though the title had been partitioned nearly 20 years earlier; another indication that the County's efforts to properly rate Muaupoko land were as sadly wanting as ever. Horowhenua 11B39A1 was later subject to additional costs taking the total debt to £8 9s. which was paid in 1955. A further rates charging order of £11 11s. 8d. plus 10s. costs was not discharged until 1967.[703]

The small charging order against Horowhenua 11B41 South I2A2 was not discharged until 1961, when the land was purchased. At the same time the large survey lien of £83 15s. 8d. was also discharged.[704]

In 1956, the Horowhenua 11B42A1J charging order from 1953 became a receivership, with the County appointed as receiver, being discharged in 1961. It was also appointed receiver for Horowhenua A3B as a result of its 1953 charging order, followed by a further charging order of £12 16s. 1d. plus 10s. costs in 1963 for rates arrears from 1960-62. The last charging order came in 1963 for arrears in the 1962-63 year of £7 6s. 5d. plus 10s. costs, which was discharged in 1965. Title was Europeanised in 1968. The Horowhenua A5F2 charging order of 1953 also resulted in the County being appointed receiver in 1956, as did the charging order on Horowhenua 11B41 South I2A1.[705] It does not appear that the latter receivership succeeded as a further charging order of £15 4s. 8d. plus 10s. costs was made in 1963, with records showing the total charged at £30 5s. 1d. still outstanding in 1964. The rates debt was used to pressure the owners to sell the land after a 1962 purchase fell through. The Court told the owner Horomona Heremaia he had to arrange an alienation of the land as "it is most important that the land

[703] Wai 2200 #A70(a) MLC Documents Volume IX, pp.189-190 and 195.
[704] Wai 2200 #A70(a) MLC Documents Volume IX, p.422.
[705] Wai 2200 #A70(a) MLC Documents Volume IX, pp.534-535, 671, and 693-694, and Volume VI, pp.181-182,

produce revenue for you as soon as possible so that arrears of rates may be paid."[706] The land was later Europeanised before Horomona died, after which his land was vested in the Maori Trustee as executor, and sold in 1971.[707]

A receivership order was also made in 1956 against Horowhenua 3E1 Section 5, which was one of the titles first targeted by the County in the 1930s. No details have been located, other than that the County's receivership was discharged in 1962. This was shortly after the Maori Trustee was appointed to sell the land at auction, which he duly did in 1963.[708]

Horowhenua 11B41D (5 acres) was also put under a receivership order in 1956, probably for both 1951 charging order of £17 15s. 5d. and the 1953 charging order £18 17s. 7d. By then the block had been partitioned in 1953 into 11B41D1 and 11B41D2 of 2 acres 2 roods each, and then in the same year 11B41D1 was partitioned into 11B41D1A (1 rood) and 11B41D1B (2 acres 1 rood), and in 1956, 11B41D2 was partitioned into 11B41D2A and 11B41D2B of 3 roods 13 perches each. It is not clear how the rates debt was apportioned across these fragments but it was discharged in 1960.[709] Following the first round of partitioning, 11B41D2 was subject to a further charging order of £4 13s. 9d. plus 10s. costs in 1963 for the years 1956-62, even though that title had ceased to exist in 1956 (being divided into D2A and D2B).[710]

Later in 1956 a further round of charging orders was put in place, with a view to future receiverships. These included some very small titles with relatively large rates charges:[711]

Horowhenua 11B36 Section 1D1 (1 rood)	£16 18s. plus 10s. costs
Horowhenua 11B36 Section 1D2A (1 rood)	£23 9s. 6d. plus 10s. costs
Horowhenua A5B (1 acre)	£7 8s. 10d. plus 8s. costs

The order on 11B36 Section 1D1 was not discharged until 1965. The block was revested in its owners only in 1947, having been vested in the Board for decades along with Section 1D2 (20 acres 3 roods). The latter block was leased from 1947 by the Board to Ryder who, as lessee was responsible for the rates, but the Board seems to have failed to ensure he complied with this requirement.[712]

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[706] Deputy Registrar to Horomona Heremaia, Levin, 5 February 1965. Alienation file 3/9516. MLC, Whanganui.
[707] Wai 2200 #A70(a) MLC Documents Volume VI, pp.99-100.
[708] Wai 2200 #A70(a) MLC Documents Volume VI, p.502.
[709] Wai 2200 #A70(a) MLC Documents Volume IX, p.130 and 207-208.
[710] Wai 2200 #A70(a) MLC Documents Volume IX, p.131
[711] Wai 2200 #A70(a) MLC Documents Volume VIII, p.808, Volume VII, p.161.
[712] Wai 2200 #A70(a) MLC Documents Volume VIII, p.804 and Volume VII, p.160.

The order against Horowhenua A5B was discharged in March 1957, as a result of the block being purchased by Lloyd Tyree from the sole owner, Virginia Waho (Taueki), along with the nearby sections A2J (1 rood 24 perches)and A2K (1 rood 24 perches).[713]

From the mid-1960s, the County moved to pursue compulsory sales for rates debt, as set out in the next section of this report. At the same time, the County also continued with business as usual, such as receivership orders under which rates debt was recovered by a receiver through short-term leases, some of which are briefly noted here. For instance, in 1963 the County was appointed as receiver for unpaid rates of £5 9s. 3d. plus 10s. costs and court fees of £1 imposed on Horowhenua 3C2A (104 acres 2 roods 11 perches). The receivership was discharged in 1966, not because of anything the County had done as receiver but because the Maori Trustee had arranged a 21-year lease to Arapaepae Farm Ltd at an annual rental of £78.[714]

Charging orders also continued to be made, as these provided the basis for future receivership orders and compulsory sales. For instance, in 1963 the County obtained a charging order for £5 17s. 3d. plus 10s. costs against Horowhenua 3E2 Section 2C2 (1 acre), for rates arrears from 1960-62, before being purchased in 1964. The adjoining title, Horowhenua 3E2 Section 2C3 (32 perches) was subject to a charging order of $25.40 in 1970 for rates arrears from 1968-70, as it was being prepared for Europeanisation.[715]

Horowhenua A5D (1 acre 2 roods 3 perches) was subject to a rates charging order of £10 8s. 8d. plus 10s. costs in 1963 for rates owing for the years 1960-62. This looks like another County error in seeking a charging order before even contacting the occupiers or owners about payment, for the rates were paid later in 1963 and the order was discharged.[716]

Other charging orders involved more significant rates arrears, such as the £44 owed by the lessee of Horowhenua 11B41 North D2A (355 acres 2 roods 30 perches), who was actually one of the owners; the Levin shearing contractor Himiona Heremaia. The rates debt was not the only reason the land was vested in the Maori Trustee for lease in 1964; Himiona also owed his fellow owners two and a half years' rent (about £275 in total), and had mortgage arrears on his house of £71. Himiona told Maori Affairs that the farm on the land was "insufficient to provide a living," so he would have to take up work in Levin.[717] The land had long been difficult to farm and to

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[713] Wai 2200 #A70(a) MLC Documents Volume VI, pp.207-209, and; Alienation file 3/9651. MLC, Whanganui

[714] Wai 2200 #A70(a) MLC Documents Volume VIII, p.242.

[715] Wai 2200 #A70(a) MLC Documents Volume VI, pp.530-531 and; Alienation file 3/10050. MLC, Whanganui.

[716] Wai 2200 #A70(a) MLC Documents Volume VI, pp.214-215.

[717] Housing Officer to Deputy Registrar, 16 October 1964. Alienation file 3/9361. MLC, Whanganui.

lease; when inspected in the 1950s, it was found the Board had previously failed to enforce the lease covenants against an absentee tenant, resulting in problems with gorse, sand drift, fencing, topdressing, and fencing. Only about half the block was under grass, the rest being lupin, gorse, fern, and scrub, so Himiona had an uphill struggle from the start.[718] The title also struggled under other debts loaded on to it, including succession duty of £90 14s. 2d., survey liens of £46 11s. 4d., and land tax. In the 1940s these debts consumed nearly all of the rent for five years.[719] Rates were far from the only problem confronting Muaupoko land owners, but the County's actions certainly aggravated their plight.

5.1 The Enforced Sale of Land for Rates Arrears, 1964-1975

The County's next step was to utilise the powers in the Rating Act 1925 (s.109) to have lands sold for rating debt, with the consent of the Maori Affairs Minister. In 1963 it began to seek that consent, during an era when the Minister was prepared to agree to these compulsory sales, having previously been reluctant to do so.[720] Among the Muaupoko blocks affected was one of the earliest compulsory sales by the Horowhenua County Council under s.109 in 1964, against Hokio Maori Township section Lot 9 Block II DP 1314 (1 rood 20 perches), as set out in the existing evidence.[721] Ten other Muaupoko titles (comprising about 15 acres) sold for rates debt are set out in the existing evidence.[722] What follows here is a little more detail about the background to those takings.

Among the batch of 18 applications heard in August 1964 under the 1925 Act (s.109) were several relating to small Kawiu titles that had emerged from the Taueki Consolidation Scheme, the first of which was Horowhenua A5E (1 acre). As noted in the existing evidence, the land (valued at £425) was unoccupied and Flowers urged that a compulsory sale was "clearly in the interests of the owners, as a lease would not return sufficient to meeting annual rates." This indicated that either the rates were too high or that the land should have been exempted from rates. The owners were not heard from in Court before an order for compulsory sale was made.[723] Behind this order lay charging orders and receivership orders, dating back to the 1950s. In 1956 a huge charging order of £25 8s. 4d. plus 15s. 6d. costs was made for rates arrears from 1954-56. The documents reveal just how little effort the County put into properly identifying owners or occupiers of land when despatching their rates demands; the rates demand for the

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718 Inspection Report, 22 February 1954 and; Field Supervisor to District Officer, 6 October 1955. Alienation file 3/9361. MLC, Whanganui.
719 Rent Statement, 1940-1945. Alienation file 3/9361. MLC, Whanganui.
720 Wai 2200 #A193, pp.501-502.
721 Wai 2200 #A193, pp.510-512.
722 Wai 2200 #A161, pp.60-61, and; Wai 2200 #A193, pp.587-592.
723 Wai 2200 #A193, pp.513-517.

1953-54 year was addressed simply to "Maoris, c/o Ikaroa Maori Land Board, Wellington."[724] It is difficult to pay a bill that one never received.

A further charging order of £5 5s. 3d. plus 10s. costs followed in in 1963 for the year 1961-62, plus a prior charging order of £4 4s. 4d. plus 10s.; a total of £10 9s. 7d. These order led in turn to a receivership order of £10 9s. 7s. plus £1 fees. The receivership was for lease but, as noted above, the County did not think a lease was practicable. Even after the land was vested for sale the rates arrears continued to accumulate, with £12 0s. 4d. plus 10s. costs added to the bill in 1964 and £14 1s. 1d. plus 10s. costs in 1966. In 1969 the sale to Pekapeka Properties Ltd for $800 was finally completed.[725] Rates debt represented nearly 10 percent of the proceeds, although as noted in the existing research, the land was worth twice what was paid for it in this dubious purchase.[726]

Three adjoining Kawiu sections were also compulsorily sold in 1965 for rates arrears as a result of applications made by the County in 1964: Horowhenua A3C, A3D, and A3E (of 1 rood 24 perches each). The enforced sale of the land is set out in the existing research.[727] Even though these small valuable sections had recently been included in the expanding Levin Borough, the County's solicitors (here acting for the purchaser) tried to talk down their value and objected to the Special Government Valuation of £3,500 for Horowhenua A3C (the existing Government Valuation being only £1,100).[728] The objection was on the basis that the section was adjacent to a Taueki whanau property of "unkempt appearance," which the County argued had "a detrimental effect" on the price which the valuer had failed to account for. Despite this the purchaser had little choice but to pay the statutory minimum price set by the special valuation, but he certainly would not go any higher.[729] As noted in the section of this report on landlessness, the vendors of Horowhenua A3C were already effectively landless, having only "miscellaneous small interests in various lands" but none of any agricultural value.[730] The enforced loss of this valuable Kawiu section did nothing to alleviate their plight.

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724 Wai 2200 #A70(a) MLC Documents Volume IX, pp.682 and 684
725 Wai 2200 #A70(a) MLC Documents Volume IX, pp.679-681.
726 Wai 2200 #A193, pp.515-517.
727 Wai 2200 #A193, pp.514-515.
728 Wai 2200 #A70(a) MLC Documents Volume VI p.186. This source gives the price as $3,500 dollars but this appears to be in error (being added to the records some years later), as the sale took place before decimalisation in October 1967. The price for the adjoining Horowhenua A3D block in 1964 is given as £3,100, indicating a similar price for A3C (ibid, p.191).
729 Park, Cullinane & Turnbull to Registrar, 22 August 1967. Alienation file 3/10091. MLC, Whanganui.
730 'Schedule of other lands', n.d. [1967], Alienation file 3/10091. MLC, Whanganui.

The background to the three applications is charging orders and receivership orders dating back several years, which were modest in comparison to the value of the land involved:[731]

Horowhenua A3C; charging order, 1962	£7 8s. 8d. plus 10s. costs
Horowhenua A3C; charging order, 1963	£14 16s. plus £1 costs
Horowhenua A3C; charging order, 1963	£7 9s. 1 plus 10s. costs
Horowhenua A3C; receivership order, 1963	£15 16s. plus £1 fee
Horowhenua A3D; charging order, 1963	£7 8s. 8d. plus 10s. costs
Horowhenua A3D; charging order, 1963	£7 8s. 8d. plus 10s. costs
Horowhenua A3D; charging order, 1963	£7 10s. 5d. plus 10s. costs
Horowhenua A3D; receivership order, 1963	£15 17s. 3d. plus £1 fee
Horowhenua A3E; charging order, 1963	£7 11s. 9d. plus 10s. costs
Horowhenua A3E; charging order, 1963	£7 19s. plus 10s. costs
Horowhenua A3E; charging order, 1963	£7 10s. plus 10s. costs
Horowhenua A3E; receivership order, 1963	£16s. 9d. plus £1 fee

The 1963 receivership orders were for the purposes of leasing, but when the County asserted this could not bring in sufficient income to discharge the rates, it moved in 1964 to force the sale of the three blocks. As noted above, Horowhenua A3C sold for $3,500 in 1967. Horowhenua A3D and A3E sold to same purchaser (Lester Baker) for £3,100 each in 1964.

Another round of enforced sales under the 1925 Act were sought by the County in 1966, including for Horowhenua 3E1 Section 3B2 (1 acre 3 roods 22 perches). The fate of this block has been noted above, and in the existing research. It was vested in the Maori Trustee in 1966 to be sold for unpaid rates, although the land was not sold until 1972 (after being instead vested in James Flowers, the long-serving Maori Affairs field supervisor who had become a local body rates collector) when it fetched $2,000 (by which time the rates arrears came to a total of $169.48). The rates debts and related costs consumed more than 10 percent of the purchase price.[732] As noted above, the adjoining Section 3A was burdened with rates charging orders and was also sold in 1966, in a regular purchase rather than an enforced sale.

The nearby section Horowhenua 3E1 Section 4B (3 roods 14 perches) was also sold for rates arrears under the Act in 1866, as set out in the existing research. Both the forced sales had a long background of unpaid and poorly levied rates, particularly in relation to Section 4B; the information relied on by the County for ownership was so out of date it still showed Kerei Te

[731] Wai 2200 #A70(a) MLC Documents Volume VI, pp.185-186, 189-191, 194-196, and 199.
[732] Wai 2200 #A70(a) MLC Documents Volume VI, pp.490, 492, and 495-496. See also Wai 2200 #A193, pp.539-542.

Panau (a Rangitane and Muaupoko rangatira) as the main owner even though he had died in 1908.[733] The parent titles of each block were carrying rates arrears at the time of partition (as noted above). The subsequent rates charging orders and receivership orders identified in the sources against the two blocks are:[734]

Horowhenua 3E1 Section 3B2, charging order, 1960	£8 16s. 1d. plus 10s. costs
Horowhenua 3E1 Section 3B2, charging order, 1963	£15 11s. 11d. plus 10s. costs
Horowhenua 3E1 Section 3B2, receivership order, 1963	£8 16s. 1d.
Horowhenua 3E1 Section 3B2, charging order, 1965	£15 17s. 11d. plus 10s. costs
Horowhenua 3E1 Section 3B2, charging order, 1966	£8 14s. 11d. plus 10s. costs
Horowhenua 3E1 Section 3B2, charging order, 1969	$18.71 plus $1 costs
Horowhenua 3E1 Section 3B2, charging order, 1969	$19.15 plus $1 costs
Horowhenua 3E1 Section 3B2, charging order, 1970	$20.76 plus $1 costs
Horowhenua 3E1 Section 3B2, charging order, 1972	$44.97 plus $1 costs
Horowhenua 3E1 Section 4B; charging order, 1963	£5 18s. 11d plus 10s. costs
Horowhenua 3E1 Section 4B; receivership order, 1963	£6 8s. 11d
Horowhenua 3E1 Section 4B; charging order, 1964	£9 3d. plus 10s. costs
Horowhenua 3E1 Section 4B; charging order, 1966	£10 11s. plus 10s. costs
Horowhenua 3E1 Section 4B; charging order, 1967	$11.92 plus $1 costs
Horowhenua 3E1 Section 4B; charging order, 1969	$12.19 plus $1 costs
Horowhenua 3E1 Section 4B; charging order, 1970	$13.21 plus $1 costs

This shows that rates charging orders continued to be sought by the County even after the land was vested in the Maori Trustee for compulsory sale in 1966, when the owners had no say in how the land was being administered.

The third small Muaupoko title compulsorily vested for sale in 1966 for rates arrears was Horowhenua 11B36 Section 3H2B2A (1 rood), as set out in the existing research.[735] It too had a background of rates charging orders:[736]

Horowhenua 11B36 Section 3H2B2A; charging order, 1963	£5 11s. plus 10s. costs
Horowhenua 11B36 Section 3H2B2A; charging order, 1964	£5 14s. 1d plus 10s. costs
Horowhenua 11B36 Section 3H2B2A; charging order, 1965	£3 6s. 11d. plus 10s. costs
Horowhenua 11B36 Section 3H2B2A; charging order, 1967	$16.73 plus $1 costs

733 Wai 2200 #A193, pp.539-541.
734 Wai 2200 #A70(a) MLC Documents Volume VI pp.421-422, 496, and 499.
735 Wai 2200 #A193, pp.541-542.
736 Wai 2200 #A70(a) MLC Documents Volume VII, p.367-368, and Volume IX, p.69.

Horowhenua 11B36 Section 3H2B2A; charging order, 1969	$18.93 plus $1 costs

It does not appear that the County first attempted a receivership to recover the rates charging orders, proceeding straight to a vesting for sale.

Two more Muaupoko titles were compulsorily vested in 1967 for sale for rates arrears; Horowhenua 11B42A3B (2 acres 3 roods 13 perches) and Horowhenua 11B42A4B (3 roods 34 perches) (both located near Hokio Beach) as set out in the existing evidence.[737] Each title had a history of rates charging orders but not receivership orders, as vestings for sale had become the County's preferred and permanent solution:[738]

Horowhenua 11B42A3B; charging order, 1963	£8 15s. 9d. plus 10s. costs
Horowhenua 11B42A3B; charging order, 1964	£11 8s. 4d. plus 10s. costs
Horowhenua 11B42A3B; charging order, 1965	£13 3s. 7d. plus 10s. costs
Horowhenua 11B42A3B; charging order, 1967	[illegible]
Horowhenua 11B42A3B; charging order, 1969	$82.60 plus $1 costs
Horowhenua 11B42A3B; charging order, 1970	$48.30 plus $1 costs
Horowhenua 11B42A3B; charging order, 1971	$45.41 plus $1 costs
Horowhenua 11B42A4B; charging order, 1963 (1957-62)	£5 7s. plus 10s. costs
Horowhenua 11B42A4B; charging order, 1964	£7 10s. 3d. plus 10s. costs
Horowhenua 11B42A4B; charging order, 1965	£4 3s. 8d. plus 10s. costs
Horowhenua 11B42A4B; charging order, 1967	$28.79 plus $1 costs
Horowhenua 11B42A4B; charging order, 1969	$39.58 plus $1 costs
Horowhenua 11B42A4B; charging order, 1970	$21.70 plus $1 costs
Horowhenua 11B42A4B; charging order, 1971	$21.76 plus $1 costs
Horowhenua 11B42A4B; charging order, 1972	$20.54 plus $1 costs

As seen from the rates charging orders set out above, the receivership was evidently a failure. The point of a receivership was not only to ensure that the charging orders were discharged but that current rates were paid. The fact that the receiver was unable to succeed suggests the lands were not capable of producing the revenue to pay rates which in turn suggests they should not have been rated in the first place.

Thereafter, the County moved away from seeking orders under the Rating Act 1925 (s.109) but resorted to easier option of a vesting for sale under the Maori Affairs Act 1953. This practice

[737] Wai 2200 #A193, pp.551-554.
[738] Wai 2200 #A70(a) MLC Documents Volume VII, pp.750, 752, and 755-756.

emerged with Muaupoko lands in the 1970s, but the first example identified dates back to 1964. Horowhenua 11B41A1K (2 roods 2 perches) is a small block lost to rates debts which was vested in a s.438 trust for sale in 1964. This was due in part due to what were described as "substantial rates arrears to be paid," with the County eager to see the land sold as the land was near Hokio Beach and suited for subdivision into housing sites (a scheme plan for this being approved by the County as part of the vesting and sale process). The trustees appointed warned the Court that "arrears of rates are accumulating and trustees are concerned to get funds for payment of same." The land was sold in 1964.[739]

In 1969, three more vestings of small Muaupoko blocks were made under s.438 due to rates arrears –Horowhenua 3C4A (11 acres 2 roods 22 perches), Horowhenua 3C4C (14 acres 3 roods 34 perches), and Horowhenua 11A4B1B2 (1 rood 12 perches) – as set out in the existing evidence. The first two block were poor land and could not be sold until 1971, when they were purchased together for a total of $75. Given the limited utility and low economic value of the lands, it is open to question whether they should even have been rated.[740] No information on the rates arrears alleged to be owed by the three titles has been located in the available sources.

In 1970, the County sought two more s.438 orders to vest tiny Muaupoko blocks at Hokio Beach for sale: Horowhenua 11B42A6A (1 acre 2 roods 18 perches) and Horowhenua 11B41A6C (3 roods 18 perches), as set out in the existing evidence. The first block was already vested in the Maori Trustee, but the County's man, Flowers, thought he could do better. After the Maori Trustee failed to sell the lands, they were vested in the County for sale, although it took even Flowers until 1975 to complete the sale of both blocks (the first block selling for $1,000 and the second for just $250).[741] The two blocks had a history of small rates charging orders, including some imposed while the land was vested in Flowers for sale:[742]

Horowhenua 11B42A6A; charging order, 1967	$9.89 plus $1 costs
Horowhenua 11B42A6A; charging order, 1970	$20.37 plus $1 costs
Horowhenua 11B42A6A; charging order, 1972	$20.85 plus $1 costs
Horowhenua 11B42A6A; charging order, 1973	$11.25 plus $1 costs
Horowhenua 11B42A6C; charging order, 1968	$20.42 plus $1 costs
Horowhenua 11B42A6C; charging order, 1970	$21.77 plus $1 costs
Horowhenua 11B42A6C; charging order, 1972	$21.46 plus $1 costs

739 Otaki MB 71 pp.81-85 and 174. Alienation file 3/8740. MLC, Whanganui.
740 Wai 2200 #A193, pp.563-565.
741 Wai 2200 #A193, pp.575-576.
742 Wai 2200 #A70(a) MLC Documents Volume VII, pp.759-760 and 763-764.

Also in 1970, the County sought orders vesting two small titles near the above blocks for sale, being Horowhenua 11B42A5 (7 acres 19 perches) and Horowhenua 11B42A6B (3 acres 22 perches), as set out in the existing evidence. The first title was a hopeless proposition, with 40 owners and no buildings but this did not stop the County seeking a charging order against it. This was followed up by a further charging order in 1973 when the County asked that the land be vested in the Maori Trustee under s.438 for sale, to which the Trustee agreed. The outcome was similar with Horowhenua 11B42A6B, with a charging orders in 1970 and again in 1973, followed by a vesting in the Trustee for sale. At this point, the owners (who had not been properly notified of rates demands in the past) became aware of the rates arrears and the vestings, and soon arranged for them to be paid, which saw the vestings cancelled and saved the lands from compulsory sale. They remain Maori land.[743] The charging orders that accumulated against each block are set out below:[744]

Horowhenua 11B42A5; charging order, 1967	$9.89 plus $1 costs
Horowhenua 11B42A5; charging order, 1970	$20.37 plus $1 costs
Horowhenua 11B42A5; charging order, 1972	$20.85 plus $1 costs
Horowhenua 11B42A5; charging order, 1973	$11.25 plus $1 costs
Horowhenua 11B42A6B; charging order, 1971	$21.16 plus $1 costs
Horowhenua 11B42A6B; charging order, 1972	$10.26 plus $1 costs
Horowhenua 11B42A6B; charging order, 1973	$11.25 plus $1 costs
Horowhenua 11B42A6B; charging order, 1974	$11.59 plus $1 costs

Another two cases where the County did not succeed with its applications for vesting for sale under s.438 for rates arrears are noted in the existing research: Horowhenua 4B (471 acres 15 perches) and Horowhenua 3D6 (417 acres 2 roods 36 perches), located together in the Tararua ranges and both land not capable of paying rates or being economically productive.[745] As such they should not have been rated but the County had repeatedly imposed charging orders on both and then sought to force their sale to recover these small sums:[746]

Horowhenua 3D6; charging order, 1963	£10 12s. plus 10s. costs
Horowhenua 3D6; charging order, 1970	$30.11 plus $1 costs
Horowhenua 3D6; charging order, 1972	$14.59 plus $1 costs
Horowhenua 3D6; charging order, 1973	$15.94 plus $1 costs

[743] Wai 2200 #A193, pp.576-577.
[744] Wai 2200 #A70(a) MLC Documents Volume IX, pp.616-619.
[745] Wai 2200 #A193, pp.578-579.
[746] Wai 2200 #A70(a) MLC Documents Volume VIII, pp.225-227, 288 and 290-291, and; Wai 2200 #A193, p.578.

Horowhenua 4B; charging order, 1963	£5 9s. 1d. plus 10s. costs
Horowhenua 4B; charging order, 1970	$8.70 plus $1 costs
Horowhenua 4B; charging order, 1970	$13.07 plus $1 costs
Horowhenua 4B; charging order, 1971	$10.91 plus $1 costs
Horowhenua 4B; charging order, 1973	$16.13 plus $1 costs

Both blocks were vested in the Maori Trustee in 1973 under s.438 for sale but this was cancelled in 1974.[747] At the same time the rates charging orders were all discharged, which may have been the only result of the prior vesting in the Maori Trustee, as he would normally clear titles of such charges before alienation. As there was no alienation and the vesting was cancelled, he later registered the $55.88 advanced against the title to Horowhenua 4B as a loan at nine percent interest. Similarly, $45.85 was registered against Horowhenua 3D6 on the same terms. These sums are similar to the rates owing from the 1970-1973 period for each block. It is unclear how these advances were to be repaid, nor are they noted as discharged on the memorial schedule. The rates debt appears positively reasonable beside the survey liens of £9 15s. and £102 9s. 4d. plus interest dating back to 1895 and 1920 respectively. These stood against the title until the Maori Affairs Act Amendment Act 1974 (s.56) provided for such debts to be discharged.[748] Unfortunately, there was no such legislative provision for old and equally unreasonable rates charges to be wiped.

The County did however succeed with one more application for Muaupoko land to be vested for sale due to unpaid rates, which was ordered in 1975. As set out in the existing evidence, the block was another one small one near Hokio Beach; Horowhenua 11B42A2B (3 acres 1 rood 28 perches).[749] As noted earlier, the adjoining Horowhenua 11B42A3B block had earlier been compulsorily sold for rates arrears. The A2B block was already subject to a number of substantial rates charging orders:[750]

Horowhenua 11B42A2B; charging order, 1971	$139.08 plus $1 costs
Horowhenua 11B42A2B; charging order, 1972	$63.32 plus $1 costs
Horowhenua 11B42A2B; charging order, 1973	$69.40 plus $1 costs

In 1975, the County succeeded in selling the land for $14,100, and discharging the rates.

747 Wai 2200 #A193, pp.578-579.
748 Wai 2200 #A70(a) MLC Documents Volume VIII, pp.226 and 288-289, 291, and 293.
749 Wai 2200 #A193, pp.583-584.
750 Wai 2200 #A70(a) MLC Documents Volume IX, pp.745-746.

5.2 Other Alienations Related to Rates Arrears

Despite the use of the powers of compulsory sale under the 1925 Act in the 1960s, land continued to be alienated by other means for rates arrears. Horowhenua 11B36 Section 5 (36 perches) was alienated by a compulsory sale which was related to rates debt but which was not formally done using the Rating Act 1925 (s.109). In 1962, a charging order of £4 12.s 8d. plus 10s. costs was imposed, followed in 1963 by a further charging order of £3 19s. 10. plus 10s. costs; a total of £9 12s. 6d. In 1963 the County obtained a receivership order, but only in relation to the 1962 charging order, with a view to leasing out the land. A significant problem with the tiny section was that it had been vested in 100 successors to Raraku Hunia, creating a very crowded title. This seems to have been behind the Court's 1962 decision to vest the land in the Maori Trustee for sale under the Maori Affairs Act 1953 (s.438), a decision which was made before the receivership order which was presumably rendered moot. When the land was purchased by the Levin Borough Council, all of the County's rates arrears were paid.[751]

Other vestings for sale under s.438 are noted in the existing evidence, being Horowhenua 11B42A6A (1 acre 2 roods 18 perches), Horowhenua 11B42A6C (3 roods 18 perches), Horowhenua 11B42A2B (3 acres 1 rood 28 perches), and Horowhenua 11B42 Part (20 perches); a total of just under six acres. As Suzanne Woodley has noted, several other vestings under s.438 did not result in sale, after the rates arrears were paid and the vesting order was cancelled.[752]

An unsuccessful effort at vesting for sale concerned Hokio A, as noted in the existing research. The County's efforts to have the land vested for sale began in 1968, but after it failed, the Crown moved in.[753] The Crown was no more averse than the County to using rates debt to pressure Muaupoko land owners to co-operate with its land agenda. In 1971 the Forest Service sought to acquire Hokio A and adjoining Maori land for the purposes of afforestation, enabling it to extend the existing Waitarere State Forest southwards. The forest was partly to arrest sand drift (thus providing protection for blocks inland of the coastal dunes) but the focus was on productive purposes, with side benefits for public recreation. As the Director-General of Forests observed in 1971, it wanted Hokio A and adjoining blocks for "broadly productive partly protective" forest.[754] It was later noted that the opposition of Hokio A's Muaupoko owners to the use of their land for recreational purposes (were it to be leased for forestry) was a nail in the coffin for the Forest Service's plans for the Hokio sand dunes.[755]

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751 Wai 2200 #A70(a) MLC Documents Volume VII, pp.406-407.
752 Wai 2200 #A193, pp.591-592.
753 Wai 2200 #A193, p.563.
754 Director-General of Forests to Management Division and to Palmerston North Conservator, 21 July 1971. AANS W5491/846, 9/3/221. R16134720. Archives NZ.
755 Pearson, Palmerston North, to Hood, Wellington, 9 June 1975. AANS W5491/846, 9/3/221. R16134720. Archives NZ.

Given the Forest Service's focus on productive forestry and public access for recreation, it was loth to lease Hokio A and the adjoining Maori land blocks (held under a mix of freehold and leasehold). It found calculating a rental or a profit-sharing or timber royalty arrangement under a long-term lease to be unduly complex and "almost frightening." Far better to purchase the freehold, but as it was "neither urgent nor likely to be profitable" to acquire and afforest the Hokio dunes, there was no need to rush. However, it was Forest Service policy to expand Waitarere to the south so in the first instance, it proposed to purchase freehold land inland from the coastal dunes "in order to establish a base from which to expand into the predominantly Maori-owned areas."[756]

As part of inducing the Muaupoko owners of Hokio A to agree to the purchase (or, if necessary, lease) of their land, the Forest Service sought to use rates charging orders to pressure the owners, and to encourage the Maori Land Court to make orders in favour of the Forest Service's goal. The Service was advised by the Maori Land Court and the Lands and Survey Department in 1971 that the Horowhenua County Council was about to apply for charging orders against Hokio A for unpaid rates and "the opportunity could be taken to obtain some advantage from it." Lands and Survey offered to attend the Court to "influence the Judge" towards leasing the land to the Service for afforestation, adding: "Such an outcome would certainly be helpful in speeding up the whole negotiation."[757] The Director-General approved this strategy, observing:

> if the Horowhenua County Council prosecute for non-payment of rates this may force a change of attitude in the Maori owners, inducing them to be more amenable to sell. … Sometimes it pays to wait in land dealing.[758]

The Muaupoko owners continued to resist pressure from the Forest Service to sell, and it failed to come up with a leasing proposal acceptable to them. Hokio A had been vested in the Maori Trustee as early as 1963 for the purposes of leasing or sale, but by the 1970s he was not willing to lease or sell without the support of the owners. In 1973, it appeared that a lease of Hokio A for afforestation would be agreed, prompting the Service to suggest it "press ahead urgently" with the purchase of adjoining Maori leasehold and general freehold land.[759] However, it was soon

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[756] Assistant Director of Forest Management memorandum, 3 February 1971. AANS W5491/846, 9/3/221. R16134720. Archives NZ.

[757] Palmerston North Conservator to Head Office, 8 July 1971. ANS W5491/846, 9/3/221. R16134720. Archives NZ.

[758] Director-General of Forests to Management Division and to Palmerston North Conservator, 21 July 1971. AANS W5491/846, 9/3/221. R16134720. Archives NZ.

[759] Palmerston North Conservator to Head Office, 18 October 1973. AANS W5491/853, 9/3/381. R16134851. Archives NZ.

evident that the Muaupoko owners of Hokio A did not agree with the lease proposed so the already stalled "piecemeal acquisition of areas adjacent" was abandoned.[760]

By 1975, having failed to either lease or sell Hokio A, the Maori Trustee stepped aside. It was then up to the Forest Service to arrange a meeting of owners to sell its proposals to the owners. It had, since 1971, continued to look to the pressure of the accumulating rates charging orders as leverage against Muaupoko. In June 1975, it noted that "unpaid outstanding rates are working in our favour which was expected in 1973."[761] The County continued to do its part, imposing a further charging order that year for $194.27, part of a total of $955 in rates arrears charged against the land. Suzanne Woodley notes the land was revested in the owners in 1975 after these arrears were discharged using the compensation paid for the taking of 30 acres of Hokio A under the Public Works Act.[762]

Not all rates debts are recorded in the available sources relating to title records. A significant rating debt that was not located in the title documents is £20 14s. owed by Kawaurukuroa ('Ruku') Hanita, one of two owners of Horowhenua 11B41 South L and South O. As set out elsewhere in this report he was a victim of the Board's paternalism through the 1930s and 1940s, by which time he had total debts of £269 owing to 23 creditors, with the Horowhenua County Council being one of the larger creditors. These debts are linked to the purchase of his interests in both blocks in 1941.[763] Another example is the purchase of a one-quarter interest of Horowhenua 11B41 North B2B (165 acres 2 roods 20 perches) for £450 in 1955; when the money was distributed, £50 was deducted to cover rates arrears.[764]

A similar pressure to alienate arising from rates arrears is evident in the purchase of the interests of Virginia Waho (Taueki) in the consolidation scheme title Horowhenua A2A (43 acres 11 perches) in 1980. As early as 1972 the title was charged with the daunting rates arrears of $2,712 owing for the period 1966-72. It had been noted by Field Supervisor Flower (before he began enforcing rates for the County) that the block was not even an economic unit, but this did not prevent it being rated. By 1980, Virginia also had a mortgage debt to a "restless mortgagee" who threatened to exercise his right of sale over the entire block, and there were other debts of "a substantial order." The Court agreed to the 1980 purchase of her interests in order to "conserve her other lands," accepting that the price of saving what remained was the loss of one-third of

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760 Pearson, Palmerston North, to Insull, Wellington, 24 June 1974. AANS W5491/853, 9/3/381. R16134851. Archives NZ.

761 Director-General of Forests to Management Division and to Palmerston North Conservator, 21 July 1971. AANS W5491/846, 9/3/221. R16134720. Archives NZ.

762 Wai 2200 #A193, p.563.

763 Alienation file 3/9077. MLC, Whanganui.

764 Hata Ruru, Gonville, to Maori Affairs, 21 December 1955. Alienation file 3/9606. MLC, Whanganui.

her lands.[765] Alarm bells had previously rung over Virginia Taueki, with the result that two trustees appointed in 1966 to look after her interests on the "grounds of improvidence," but this trust was cancelled in 1979, with obvious results.[766]

The adjoining Horowhenua A3A block (43 acres) also suffered from the burden of rates. In 1970 the County obtained a receivership order to recover $406.78 of rates arrears, and subsequently sought to lease the land. For the County, Flowers was scathing about the "pathetic state" of the land ("Going back in value. No fences. Hay rotting. Substantial rates arrears") and the need to get it leased at any price, rather than at the statutory minimum price. The Court replied that "something will have to be done to save this land for the owners," and agreed to vest the land in the County as receiver, as the Maori Trustee would likely have declined to accept the receivership.[767] The land was vested for lease, rather than sale, and was thus preserved in Muaupoko ownership.

[765] Field Supervisor Report,. 2 July 1953, and; Otaki MB 82, pp.231-234. Alienation file 3/9494. MLC, Whanganui.
[766] Wai 2200 #A70(a) MLC Documents Volume IX, p.699.
[767] Otaki MB 76, p.28, and District Officer to J. Taueki, 27 August 1971. Alienation file 3/8382. MLC, Whanganui.

6. Public Works Takings

The compulsory acquisition of Horowhenua block lands is, in large part, covered by the existing research, notably Heather Bassett and Richard Kay's district-wide 2018 overview report, 'Public Works Issues' (Wai 2200 #A211). In particular, their database of public works takings (#A211(b)) filed with Bassett and Kay's report lists all but one of the public works takings known to have affected the Horowhenua blocks included in this report. The report provides further information on larger takings from subdivisions of Horowhenua 3E2 in 1911 and 1972 (see below).[768]

The one taking not included in 'Public Works Issues' report but which was identified in primary sources concerns the taking of 2.2 perches (56 m^2) of 11B41 North B2B in 1958 for a power transmission pylon.[769]

The 'Public Works Issues' report omits some of the compensation that was paid for takings. Where compensation payments have been identified in the primary sources, they have been included in the table below and the source given. Where a source is not given in the table, the information is derived from the database attached to the Bassett and Kay report (#A211(b)).

The table overleaf sets out the 45 public works takings comprising about 172 acres identified in the existing research and in a review of primary sources.[770] In general, the takings identified are confined to those proclaimed in the *Gazette*. Other areas were taken for road-lines without compensation payments as part of Native Land Court partition processes, but these are not readily identified and quantified. Nor did such takings always result in any roads or access being provided to the affected titles. For instance, the close partitioning of the approximately 170 acres set aside for Te Rae o Te Karaka pa (Horowhenua 11B1 to 11B26, including 20A and Reserves A to D) was reduced by about five acres by deductions for about 1.7 kilometres of road-lines half-a-chain wide. None of these roads were ever formed and nor did they connect to any existing

768 Wai 2200 #A211, pp.176-177 and 533-535.
769 Wai 2200 #A70(a), MLC Documents, Volume VII, p.480.
770 A 46th taking listed in #A211(b), being a very small area for roads taken from Horowhenua 11B41 Section 1D1, has not been included as the title ceased to be Maori land in 1970.

roads, leaving all of the pa titles land-locked (other than by access across Lake Horowhenua) despite losing land for roads.[771]

The takings listed in the table overleaf are arranged by date order as notified in the *Gazette*. Unless otherwise stated, the takings are for roading purposes:

Table: Horowhenua Block Public Works Takings After 1900

Title	Gazette Ref	Area (a-r-p)	Notes
6B	1905/816	2-1-32	No compensation.
11	1907/2322	65-2-39	No compensation; 1889 warrant (ML 837).
11A Sec A7	1908/2575	1-0-11.7	Compensation of £26 14s. paid 1909 (#A70(a), MLC Docs VIII, pp.632-33).
3D1 Sec 7	1911/3061	0-0-18.8	Compensation of £53 4s. 3d. paid 1912 £53/4/3 for Sections 7, 8, 10, 13, 15, 17, 18, 20 & 21 and 3E1 (#A70(a), MLC Docs VI, p.360).
3D1 Sec 8	1911/3061	0-0-18.8	See 3D1 Section 7 above
3D1 Sec 10	1911/3061	0-0-18.8	See 3D1 Section 7 above
3D1 Sec 13	1911/3061	0-0-18.8	See 3D1 Section 7 above
3D1 Sec 15	1911/3061	0-0-18.8	See 3D1 Section 7 above
3D1 Sec 17	1911/3061	0-0-18.8	See 3D1 Section 7 above
3D1 Sec 18	1911/3061	0-0-18.8	See 3D1 Section 7 above
3D1 Sec 20	1911/3061	0-0-18.8	See 3D1 Section 7 above
3D1 Sec 21	1911/3061	0-0-38.6	See 3D1 Section 7 above
3E1	1911/3061	0-1-29	See 3D1 Section 7 above
3E2 Sec 1B	1911/3061	1-1-30.8	Compensation of £31 12s. 6d. paid by Horowhenua County Council (Alienation file 3/8806. MLC, Whanganui). NB; #A211(b) gives area as only 0-1-30.8.
3E2 Sec 2	1911/3061	5-0-32.7	Compensation of £114 8s. paid by Horowhenua County Council for (Alienation file 3/8950. MLC, Whanganui).
11B 36 Sec 2L1B	1921/2526	1-1-21.4	Compensation of £75 paid.
11B41 North A1A1	1922/1265-1266	2-2-26	No compensation.
11B41 North A1A2	1922/1265-1266	0-3-39.6	No compensation.
11B41 South I	1924/2070	2-1-35.3	No compensation.
11B41E	1924/2070	5-3-37.7	No compensation.
11A5B	1931/626	0-0-15.1	Compensation of £2 8s. 9d. paid to Rawinia Ihaia for 11A5B, 11A5C, and 11A5D. Road formed c.1900 (#A70(a) MLC Docs VIII, p.526, and Otaki MB 59 pp.135-136).
11A5C	1931/626	0-0-15.2	See 11A5B above.
11A5D	1931/626	0-0-08.9	See 11A5B above.
11A5E	1931/626	1-1-16.4	Compensation of £13 10s. paid to four owners, not lessee. Road formed c.1900.
3E2 Sec 2	1947/1760	5-3-25	Gravel pit. Compensation of £600 paid (less survey costs and expenses).
11B36	1950/884	3-0-09	No compensation (Otaki MB 64, p.38. #A70(a) MLC Docs VIII, pp.768-770).
11B36	1950/884	3-2-31	No compensation (Otaki MB 64, p.38. #A70(a) MLC Docs VIII, pp.768-770).
A5B	1953/1541	0-0-31.1	Compensation of £26 paid.
11B36 Sec 2L3B	1953/1541	0-1-14.25	Compensation of £68 paid.
11B41 South I2B	1957/2242	0-2-23.3	No compensation.

[771] ML 1655, LINZ.

Title	Gazette Ref	Area (a-r-p)	Notes
11B41 South I2A2	1957/2242	0-3-25.7	No compensation.
11B41 North B2B	1958/----	0-0-2.11	Transmission tower. Compensation of £25 paid (#A70(a) MLC Docs VII, p.480)
11B42 Section 14	1959/685	0-0-08.1	No compensation.
11B41 South I2A1	1960/1040	0-1-10.7	Compensation of £5 paid.
11B41 South I2A2	1960/1040	0-2-17.1	Compensation of £5 paid.
Part 1 chain strip north bank Hokio Stream being Part Horowhenua 11	1964/931	0-0-33.4	No compensation.
Part bed Hokio Stream part Horowhenua 11	1964/931	0-0-14.1	No compensation.
Part 11B41	1964/931	0-1-30.8	No compensation.
Part 11B41	1964/931	1-0-35.5	No compensation.
11B41 North C2	1964/931	0-0-00.1	No compensation.
11B41 North C2	1964/931	0-1-19.9	No compensation.
Part 11	1964/931	0-0-07.2	No compensation.
11A4B	1964/1172	0-0-20.4	No compensation.
3E2 Sec 1B	1972/268	33-3-24.6	Horticultural research centre, $28,800 payment agreed.
3E2 Sec 2A	1972/1061	29-1-35.2	Horticultural research centre. Compensation of $21,075 plus interest of $1,050 paid in 1973.

As shown in the table above, only four of the 45 takings were not for road purposes (one each being for a gravel pit and a power transmission line and two for the Levin Horticultural Research Centre). For 18 of the 46 takings no compensation was paid but, as noted above, a significant area of land would have been taken from numerous titles for road-lines as part of the partitioning process but would not be recorded in the *Gazette*.

Other than the initial taking of over 65 acres for roads in the Horowhenua 11 block in the early 1900s, the takings for roads are of a fairly small area. The largest takings are three of the takings not related to roads and which affected subdivisions of Horowhenua 3E2, from which just under 70 acres were taken; including a gravel pit in 1947 (Horowhenua 3E2 Section 2) and the Levin Horticultural Research Centre in 1972 (Horowhenua 3E2 Sections 1B and 2A). In addition, about 6.5 acres were taken from Horowhenua 3E2 in 1911 for roads, so it was a title that suffered significantly from takings for public purposes.

In addition, in 1909 the Levin Borough Council purchased the adjoining blocks **Horowhenua 3E5A** (208 acres 2 roods 16 perches) and **Horowhenua 3E5B** (416 acres 3 roods 13 perches) for water catchment purposes (apparently linked to the settling ponds on Horowhenua 3E3D, noted in the section on landlessness). This was essentially an acquisition for public purposes but the Council elected to purchase the blocks rather than have the Crown compulsorily acquire the land. The blocks had three owners (Himiona Kohai with half the shares and Rakera Potaka and Pero Tikara with one-quarter of the shares each) and a total valuation in 1907 of £625 (or £1 per acre). The Council paid £562 for Horowhenua 3E5B, which was about one-third more than the

1907 valuation; an increase likely due to the valuation being two years out of date.[772] (The purchase details for Horowhenua 3E5A have not been located.)

An issue with the 1911 taking of five acres from **Horowhenua 3E2 Section 2** (103 acres 3 roods 19 perches) is that only two acres was actually needed for the road, while the other three acres instead were apparently used for a gravel pit inland from the road.[773] This is confirmed by 1950 correspondence relating to the title. In 1947, a further 5 acres 3 roods 25 perches had been taken from the title for the gravel pit. Given that about three acres taken in 1911 for the road was already being used as a gravel pit, the total area of the gravel pit was increased to about nine acres. This was noted by Maori Affairs, which observed that while a survey plan showed the area of the gravel pit (before the 1947 taking) as 3 acres 2 roods 32 perches, "it was found on inspection that the area fenced off and being used as a shingle pit" in 1950 comprised "approximately 9 acres."[774] The 3 acres 2 roods 32 perches was that part of the 1911 taking being used for a gravel pit rather than for roading. The 1947 taking increased the total area of the gravel pit to about nine acres.

Another issue with these significant takings from subdivisions of Horowhenua 3E2 (and Horowhenua 3E5) is that the public purposes could have been served just as well by leases of the lands required. A gravel pit is not a permanent use, and a lease on a royalty basis could instead have been arranged with the result that the land would remain Maori land once the gravel resource was exhausted and the land rehabilitated. Similarly, the Horticultural Research Centre was not a permanent use of the land and could have been established on a leasehold basis, to be returned to the owners when it was disestablished.

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772 MA 1/971, 1909/127. R22402543. Archives NZ.
773 Wai 2200 #A211, pp.176-177.
774 Field Supervisor, Levin, to Registrar, 26 July 1950. Alienation file 3/8950. MLC, Whanganui.

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Horowhenua 3	
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Horowhenua 3C2A	3/8349
Horowhenua 3C3B & 3C3F	3/9120
Horowhenua 3C 3C	3/9174
Horowhenua 3C 3D	3/9107
Horowhenua 3C3E	3/9119
Horowhenua 3C2B	3/9764
Horowhenua 3C3G	3/9118
Horowhenua 3D1 Section 7	3/8615
Horowhenua 3D1 Section 8	3/8588
Horowhenua 3D1 Section 10	3/8587
Horowhenua 3D1 Section 13	3/8650
Horowhenua 3D1 Section 15	3/8800
Horowhenua 3D1 Section 17	3/8784
Horowhenua 3D1 Section 18	3/8763
Horowhenua 3D1 Section 20	3/8662
Horowhenua 3D1 Section 21	3/8676
Horowhenua 3D6	3/9549
Horowhenua 3E1 Section 1	3/9225
Horowhenua 3E1 Section 2	3/9249
Horowhenua 3E1 Section 3A	3/10089
Horowhenua 3E1 Section 3B	3/9224
Horowhenua 3E1 Section 4	3/9225

Title	File Reference
Horowhenua 3E1 Section 5	3/9226
Horowhenua 3E2 Sections 1B & 1C	3/8906
Horowhenua 3E2 Section 2	3/8950
Horowhenua Part 3E2 Section 2	3/9232
Horowhenua 3E2 Section 2A	3/9523
Horowhenua 3E2 Section 2B	3/8376
Horowhenua 3E2 Section 2C	9/9524
Horowhenua 3E2 Section 2C2	3/10050
Horowhenua 3E2 Section 2C4	3/10049
Horowhenua 3E3D	3/8772
Horowhenua A	
Horowhenua A1A & Pt A1B	3/9100
Horowhenua A1B Pt	3/9099
Horowhenua A2A	3/9494
Horowhenua A2B	3/9544
Horowhenua A2C, D & E	3/9446
Horowhenua A2G	3/9485
Horowhenua A2J A2K & A5B	3/9651
Horowhenua A2L	3/9610
Horowhenua A3A	3/8382
Horowhenua A3C	3/10091
Horowhenua A4	3/9122
Horowhenua A5A	3/9164
Pt Horowhenua A5F	3/9113
Horowhenua A5F2	3/9629
Horowhenua A5F2B	3/8316
Horowhenua A6A	3/8441
Horowhenua A6B	3/8298
Horowhenua 11A	
Horowhenua 11A4B1B1	3/10204
Horowhenua 11A5A	3/8872
Horowhenua 11A5B & C	3/9677
Horowhenua 11A5E2 Part	3/9019
Horowhenua 11A5F	3/9018
Horowhenua 11A6A1	3/9329
Horowhenua 11A6A2	3/9335
Horowhenua 11A6C2A	3/9720
Horowhenua 11A6C2B1	3/10206
Horowhenua 11A7B	3/9277
Horowhenua 11A8A 1	3/8636

Title	File Reference
Horowhenua 11A8A2	3/8589
Horowhenua 11A10	3/8727
Horowhenua 11A13	3/8339
Horowhenua 11A14	3/9187
Horowhenua 11A15	3/9799
Horowhenua 11B1 to 11B35	
Horowhenua 11B5	3/10128
Horowhenua 11B14 & 9	3/9020
Horowhenua 11B16	3/10117
Horowhenua 11B18	3/10101
Horowhenua 11B20A & 24	3/8921
Horowhenua 11B22	3/9404
Horowhenua 11B23	3/10205
Horowhenua 11B24	3/10266
Horowhenua 11B28	3/9076
Horowhenua 11B33	3/8659
Horowhenua 11B36	
Horowhenua 11B36 Section 1B2	3/9362
Horowhenua 11B36 Section 1B	3/8635
Horowhenua 11B36 Section 1D Part	3/8904
Horowhenua 11B36 Section 1D2A	3/9753
Horowhenua 11B36 Section 1D2B	3/8342
Horowhenua 11B36 Section 1E6B2 & 1B	3/8624
Horowhenua 11B36 Section 2JA	3/8663
Horowhenua 11B36 Section 2L1A	3/8680
Horowhenua 11B36 Section 2L1B1	3/9517
Horowhenua 11B36 Section 2L1B2	3/8375
Horowhenua 11B36 Section 2L1B3	3/8294
Horowhenua 11B36 Section 2L3B	3/9330
Horowhenua 11B36 Section 2L4A1	3/9193
Horowhenua 11B36 Section 2L4A2C	3/8317
Horowhenua 11B36 Section 2L4C1	3/10067
Horowhenua 11B36 Section 2L5B	3/8395
Horowhenua 11B36 Section 2L6	3/8337
Horowhenua 11B36 Section 3F2	3/8575
Horowhenua 11B36 Section 3F2B	3/8614
Horowhenua 11B36 Section 3F4	3/8541
Horowhenua 11B36 Section 3G2B	3/8555
Horowhenua 11B36 Section 3H2B1	3/8817
Horowhenua 11B36 Section 3H2B2A & Pt 2H2B3	3/9200

Title	File Reference
Horowhenua 11B36 Section 3H2B2B	3/8428
Horowhenua 11B36 Section 3H3	3/9415
Horowhenua 11B36 Section 3H3A	3/9556
Horowhenua 11B36 Section 3H3B	3/9554
Horowhenua 11B36 Section 3H3C	3/9605
Horowhenua 11B41 A to E	
Horowhenua 11B41A	3/9392
Horowhenua 11B41A2	3/9260
Pt Horowhenua 11B41A1 & 41E2	3/9098
Horowhenua 11B41A2 & 41E3	3/9259
Horowhenua 11B41B	3/9393
Horowhenua 11B41C	3/9394
Horowhenua 11B41E1 & 9A 2A2	3/9368
Horowhenua 11B41E1 & 9A 2B	3/9545
Horowhenua 11B41E5A	3/9432
Horowhenua 11B41E5B	3/9180
Horowhenua 11B41E5C	3/9078
Horowhenua 11B41E5D	3/8957
Horowhenua 11B41 North	
Horowhenua 11B41 North A1A	3/8947
Horowhenua 11B 1 North A1C	3/8929
Horowhenua 11B41 North A1D	3/8537
Horowhenua 11B41 North A1E	3/8930
Horowhenua 11B41 North A1E1	3/8790
Horowhenua 11B41 North A1E2A	3/8828
Horowhenua 11B41 North A1E2B	3/9609
Horowhenua 11B41 North A1F & 36 2L4A	3/8633
Horowhenua 11B41 North A2B1	3/8735
Horowhenua 11B41 North A2B2A	3/8775
Horowhenua 11B41 North A2B2B1	3/9364
Horowhenua 11B41 North A2B2B2	3/8822
Horowhenua 11B41 North A2B2B2B	3/9398
Horowhenua 11B41 North A2B2B2B	3/8481
Horowhenua 11B41 North A3A & A3B	3/8283
Horowhenua 11B41 North A3A & A3B2	3/9228
Horowhenua 11B41 North B1	3/8922
Horowhenua 11B41 North B2	3/10197
Horowhenua 11B41 North B2A	3/8831
Horowhenua 11B41 North B2B	3/9606
Horowhenua 11B41 North B3 Section 2	3/8919

Title	File Reference
Horowhenua 11B41 North B3 Section 2B	3/9506
Horowhenua 11B41 North B3 Section 3	3/9608
Horowhenua 11B41 North B3 Section 4	3/8931
Horowhenua 11B41 North B4A1	3/8792
Horowhenua 11B41 North B4A2	3/8764
Horowhenua 11B41 North B4B	3/9246
Horowhenua 11B41 North B4B, 42 A10, and 42 A14	3/8813
Horowhenua 11B41 North B4B2 (Balance)	3/8359
Horowhenua 11B41 North C1	3/9409
Horowhenua 11B41 North C2	3/8330
Horowhenua 11B41 North D2	3/8625
Horowhenua 11B41 North D2A	3/9361
Horowhenua 11B41 North E1	3/8313
Horowhenua 11B41 North E2	3/8935
Horowhenua 11B41 South	
Horowhenua 11B41 South E	3/8888
Horowhenua 11B41 South F1B	3/8744
Horowhenua 11B41 South F1B	3/9798
Horowhenua 11B41 South F2B	3/8926
Horowhenua 11B41 South G4	3/8739
Horowhenua 11B41 South G4 & 6	3/8642
Horowhenua 11B41 South G6A	3/8779
Horowhenua 11B41 South G6B	3/9448
Horowhenua 11B41 South G6C	3/10290
Horowhenua 11B41 South G6D	3/9442
Horowhenua 11B41 South H2	3/8538
Horowhenua 11B41 South H2A	3/9611
Horowhenua 11B41 South I	3/10287
Horowhenua 11B41 South I2A1	3/9516
Horowhenua 11B41 South I2A2	3/9793
Horowhenua 11B41 South I2B	3/9833
Horowhenua 11B41 South L	3/9077
Horowhenua 11B41 South N2	3/9410
Horowhenua 11B41 South Q1 & Q2	3/9433
Horowhenua 11B41 South T	3/8971
Horowhenua 11B42	
Horowhenua 11B42 A1	3/8694
Horowhenua 11B42 A1B	3/10051
Horownenua 11B42 A1D	3/8814
Horowhenua 11B42 A1E	3/8780

Title	File Reference
Horowhenua 11B42 A1F	3/8741
Horowhenua 11B42 A1G	3/8742
Horowhenua 11B42 A1H	3/8743
Horowhenua 11B42 A1K	3/8740
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Appendix: Project Brief

The gap-filling research report will consider alienation and administration of Muaupoko land in the twentieth century.

The research gap relates to the 17,878 acres of Horowhenua remaining in Muaupoko ownership at 1900, especially the heartland Horowhenua 11 block (13,475 acres) with the balance in Horowhenua 3 and 6. The Tribunal excluded Horowhenua 4, 5, 7, 8, and 9 from its consideration as these titles were awarded to iwi other than Muaupoko. However, Muaupoko 4, 5, 7, and 8 were awarded to Kurahaupo tribes closely related to Muaupoko, who thus had some interest in these lands (comprising 1,093 acres) and it is proposed that they be included in this project. (Horowhenua 9 and Raumatangi remain excluded as they were awarded to Ngati Raukawa interests).

Two twentieth century Horowhenua land issues have been examined in sufficient detail in existing research, being the Crown's purchase of Horowhenua 11B42C and Hokio Township (*Horowhenua: The Muaupoko Priority Report*, Chapter 7.3 and 7.4).

This leaves nearly 500 separate titles to be considered, few of which remain as Maori land. The existing research has quantified the fragmentation and alienation of most of this land, with the notable exception of Public Works takings (Wai 2200 #A161).

The extent to which Public Works takings have been quantified by the district overview report on public works will need to be assessed, and any gaps identified included in this report (Wai 2200 #A211).

What is missing from existing research is any qualitative analysis of the fragmentation and alienation of Muaupoko's Horowhenua heartland: the who, how, and why of twentieth century land alienation and administration. The impacts of this on Muaupoko should also be assessed, insofar as the sources allow.

The issues of land alienation and administration to be addressed qualitatively include:

- Crown purchasing (other than Horowhenua 11B42C), including Horowhenua 3E5, 6, 7A, and a small area in 11B.
- Private purchasing
- Public Works
- Title fragmentation
- Consolidation
- Land Development
- Conversion
- Europeanisation
- Impact of local body rates and town planning

Given the number of titles affected by each of these issues, it will be necessary to focus on case studies to illustrate the policies and practices behind the alienation and administration of

Muaūpoko lands in the twentieth century. Selection of case studies will depend on the nature of the sources and on consultation with Muaupoko.

Another significant quantitative and qualitative gap relates to the social and economic impacts on Muaupoko of the fragmentation and loss of their lands. This should be assessed, at least in a qualitative sense, using information sourced from records relating to Horowhenua land dealings and from other official sources (notably Archives New Zealand files relating to health, housing, employment, welfare, and tribal committees as well as sources relating to farming). Quantitative census data can be used to supplement this material towards the end of the project period.