Response to Questions of Clarification: D. Armstrong and E. Subasic. *Northern Land and Politics: 1860-1910.* June, 2007.

1. Memorandum of the Crown. June 4, 2013

What are the key differences between the provisions of the Acts of 1862 and 1865?

As Dr Loveridge has noted, the Court set up in 1862 was to be primarily a Maori body, supervised by a European Magistrate (NL&P, p284). As such, it did not represent a radical departure from the idea that Maori would continue to play a key role in title adjudications. The Court was to be a 'Maori forum operating in an essentially Maori way' (NL&P, pp284-285). After 1865, however, the Court ceased in a number of key respects to be a Maori forum and did not operate in an essentially Maori way.

The first task of the Court under the 1862 Act (s4) was to ascertain and declare ownership of lands, estates or interests 'according to Native custom'. Title could be awarded to tribes, communities or individuals - a formula which appears frequently in the Act. It was generally accepted by F. D. Bell and others who framed the Act that while most land was held collectively (by communities or tribes), there may 'sometimes' be individual rights 'not covered by any general tribal right'.[1] If titles were found to be tribal or community titles they would remain so unless the tribe or community subsequently applied to subdivide the land under s20.

Under the 1862 Act the Court comprised at least two Maori 'judges' and a European President. It is notable that the Maori judges could outvote the European President. If a tribal or community claim was established to the satisfaction of the Court, title would be registered and sent to the Governor for confirmation. At this point the Governor might require the setting aside of inalienable tribal or individual reserves (s9, s10). Once confirmation had been received from the Governor a Certificate of Title, with a plan attached, would be issued. As Dr Loveridge has pointed out, this was, in effect, a 'register' of tribal lands (NL&P, p285). It was hoped that a communal or tribal title would be subsequently subdivided or individualised, and the land might then either be sold directly to settlers or retained as individual allotments (NL&P, pp286-286).

[1] Bell Minute. November 6, 1862. AJHR. 1863. A1. 11.

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While individualisation of title was highly desirable from the Crown's point of view, there was no compulsion. The system was based on Maori participation and support, expressed through existing tribal structures. Essentially, something akin to a 'two-stage' process was envisaged - ascertainment of a tribal right, and a subsequent process of individualisation. It followed that the community would therefore most likely be involved in any subsequent decision to partition, sell or individualise land, and in so far as this was the case, a form of tribal or collective control would be maintained. Maori control was indeed a feature of the Court during its operations in the Kaipara area in 1864, where land alienation was usually managed in accordance with tribal preferences and in pursuit of collective economic and other objectives (NL&P, pp299-304). As noted in our main report, the system established in 1862 was broadly consistent with previous Crown proposals concerning land title adjudications - set out at Kohimarama in 1860 and later in connection with Grey's Runanga system - which had envisaged a large measure of tribal control of the process.

This 1862 experiment was short-lived. In November 1864 the 'self-reliant' Weld Ministry took office. Land Court Districts proclaimed under the 1862 Act were abolished in late-1864, and the entire country was declared to be one 'general district'. A few weeks later F. D. Fenton was appointed Chief Judge. Other European judges were to be appointed by the Governor. The former Maori judges were demoted to the position of Assessors. The various *Gazette* notices which gave effect to these changes foreshadowed a Court of radically different composition than that envisaged under the 1862 Act, or indeed in previous discussions with northern Maori. As discussed in our main report, these changes occurred after the Waikato war within the context of a settler 'backlash' against 'separate' Maori institutions or treatment. Other manifestations of this policy were the disestablishment of Runanga, heavy reductions in spending on Maori, and even the abolition of the Native Department. We have argued that the erosion of Maori control over the Court process from 1864 reflected this change of policy. In short, a Maori-controlled Native Land Court based on the Kaipara model was anathema to Weld and others who strove to eliminate any manifestation of Maori agency and control. It is in our view necessary to be aware of this broader context when analysing the relationship between the Acts of 1862 and 1865.

The Native Lands Act 1865, incorporating the changes effected in 1864, was passed in October 1865, and became operative at the beginning of 1866. Fenton played a significant role in drafting the Act. According to the Waitangi Tribunal the 1865 Act was a 'watershed'.[2] The Act introduced a centralised adversarial Court based on English legal forms, as opposed

[2] Waitangi Tribunal. *Turanga Tangata Turanga Whenua. The Report on the Turanganui A Kiwa Claims*, 2004. 413.

to the localised, flexible and Maori-dominated process evident in Kaipara. (NL&P, pp305-306). The approach of the 1862 Act - that local chiefs under the chairmanship of the local Resident Magistrate would resolve title issues among contending parties in hui called for the purpose - was largely abandoned.

Moreover, if the 1865 Act was merely an 'amendment', presumably there would have been no need for Fenton and other members of the Court to be formally reappointed following its enactment in 1865. The preamble to the 1862 Act referred to 'ascertaining and declaring' customary rights and assimilating them 'as nearly as possible to English law'. The preamble of the 1865 Act declared that its aim was to 'encourage the extinction of such proprietary customs'.

Section 12 of the 1865 Act required the judge and two assessors to concur in any decision, meaning that the power of the Maori Assessors were now limited to a right of veto (NL&P, p309). As described in our main report, Judge Maning was contemptuous of Assessors and took little notice of them. A requirement that Assessors could no longer sit in cases within their own districts further undermined their ability to provide expert opinion, or to reflect any local tribal consensus. By 1866 there was no salary attached to the office of Assessor. Instead 10/- per diem was payable only when the Court sat (NL&P, p310). The 'best evidence rule', an approach taken from English legal tradition, meant that the Court was restricted to taking account only of evidence actually placed before it (NL&P, p310).

Perhaps the most fundamental change brought about by the 1865 Act, and which most distinguishes it from its 1862 predecessor, was that there was no longer any meaningful legal recognition of tribal or collective rights and interests. Title transformation would occur immediately, rather than on a subsequent application to subdivide tribal titles. The change from customary to individual title would therefore no longer be a two-stage process. Section 21 (and s42) of the 1865 Act permitted 'any Native' to apply to the Court for a title determination irrespective of tribal or collective preferences, and tenurial change would occur immediately on the successful application of an individual. Section 23 of the Act *prohibited* recognition of tribal ownership in respect of blocks comprising less than 5,000 acres, and did not permit more than ten owners to be named. There were very few, if any, instances of a tribal title being awarded in respect of blocks exceeding 5,000 acres.

The 1865 Act - passed without any consultation with Maori - represented a significant change in the sense that it moved away from a recognition of communal ownership of land and resources - the very basis of Maori social organisation - and signalled a serious curtailment of

remaining Maori agency. The 'practicalities' may have remained broadly the same, in so far as Maori brought claims before the Court, and judges issued Certificates of Title or Memorials of Ownership which were often based on arrangements made between Maori claimants outside the Court. But it is the much-altered manner in which these decisions were made after 1865, especially the erosion of collective decision making, which are important.

While arrangements made outside the Court were a feature of the Court under both measures, after 1865 (and especially after the introduction of the Native Land Act 1873) such arrangements were often confined to decisions about whose names might appear on titles, and who might thus achieve individual ownership, and were increasingly less likely to reflect community decisions and how the use or alienation of lands might best serve community interests. For Maori these were indeed crucial practicalities.

How those differences applied in, or were relevant to, the Northland region?

The Native Land Act 1865 (and amendments) was the operative Maori land legislation in Northland until 1873. The full impact of the changes wrought in 1865 was not immediately apparent. This is because the Crown did not actively purchase Maori land for much of the 1860s. The import of the changes made in 1865, and their impact on the exercise of tribal rangatiratanga, became much more obvious after 1870, when the Crown re-entered the land market in connection with Vogel's public works and immigration scheme, and especially after the passage of the Native Land Act 1873, which raised the concept of individualisation to a new level. To reiterate, the 1865 Act was a 'watershed' because it signalled a significant shift away from the recognition of tribal or community interests towards individualisation.

Did Haultain seek and receive views from rangatira in the Northland region. If so, what were those views?

Yes. The views of northern rangatira are discussed in our main report at pages 789-795.

Title to approximately how many acres of land in the Northland region had been determined by the Native Land Court by 1870?

We are unable to provide an approximate figure.

Native Land Act 1873. How is our statement, that no provision in the Native Land Act 1873 required purchasers to deal with the community of owners, as a community, in securing

agreement for sale, consistent with sections 48, 49 and 59 of that Act, which prohibit sale unless all owners agreed to a sale?

Although no footnote is provided, we were relying on comments made on page 443 of the Tribunal's 2004 *Report on Turanganui a Kiwa Claims*, where it is stated that 'there is no provision in the [1873] Act that required... that purchasers deal with the community of owners *as a community* in securing agreement for sale...' (emphasis in original). We are not convinced that our comments (or the Tribunal's view) are inconsistent with any provisions of the Act.

We note that s48 prohibited alienation except by lease for a period not exceeding 21 years. Section 49 states that s48 will not, however, prevent the sale of land if all the owners agree, or prevent a partition of the land 'in the manner hereinafter provided, if required'. Section 65 accordingly permitted the partition of the interests of sellers and non-sellers ('dissentients') in cases where agreement could not be reached and when a majority 'in either case' desired it. We are not sure how section 59, which refers to 'any sole owner, or any number of collective owners', reflects a concept of community control. Sales referred to here seem to us to relate to cases where all the owners agree to a sale, or where a partition has or will take place under s65.

How much land was transferred to storekeepers to satisfy debts, are there examples of any such transactions?

We are not aware of precisely how much land was transferred to storekeepers in satisfaction of debts. Nevertheless, Maori indebtedness was a major issue in the north, and a number of instances are referred to in our main report. We have not provided specific detailed examples of land transferred in satisfaction of debt. Examples would no doubt be found in more detailed 'block history' research. For example, when carrying out some further examination of the sources in connection with a question of clarification posed by Ertel and Co., concerning copper at Whangaroa, we observed that the owners of Kaingapipiwai and Omaunu proposed to sell the land to pay debts to local storekeepers (see below).

We also note that according to James Clendon, Hokianga Maori had, by 1863, incurred debts with local traders (including Webster and Maning) to the tune of £8,000 (NL&P, p407). This was a massive sum in the 1860s. In 1865 (at around the time he became a Native Land Court judge) Maning claimed that Maori owed him £3,000. By 1875 he had recovered about half this sum 'in cash, in labour, and the land at Onoke' (NL&P, p326). Land loss resulting from

debt was identified by Northland Maori as a serious issue. For example, Hirini Taiwhanga's 1887 Native Land Court Repeal Bill contained a clause which, among other things, would have made it unlawful to obtain possession of Maori lands in satisfaction of debt (NL&P, pp1073-1074).

Rates

A number of issues surrounding rates are addressed in our main report within the context of a broader general discussion about land, politics, Maori protest and economic and social developments. We have not addressed the subject in sufficient detail to adequately answer the questions posed by Crown counsel. These questions should, in our view, be addressed to Mr Stirling, who carried out detailed research on this subject.

2. Kathy Ertel and Co. Memorandum of Counsel. June 4, 2013

1.1. Do claims made in the Native Land Court indicate that for Maori old land claims transactions were governed by tikanga?

The claims referred to on page 382 relate to Crown purchases, rather than old land claims. But having said that, later claims involving early Crown purchases and old land claims may indicate that these transactions were, at least as far as Maori were concerned, governed by tikanga, which often required the reversion of the land to the vendor if the terms of the transaction were not met, including if the land remained unoccupied. Clearly there was also a great deal of confusion among Maori and European officials. As Fenton observed in 1866, a number of early Crown purchases and old land claims remained undefined, unsettled, incomplete or 'unknown' (NL&P, pp380-381).

2.1. Is there evidence that tamana was distributed among purchasing groups?

We do not understand the question. Tamana (payments made in advance of Native Land Court title determinations) was distributed among vendors.

2.2. For what purchases in this inquiry was tamana paid?

The practice of paying tamana appears to have become widespread from around 1866, when it was first used by the Auckland Provincial Government (NL&P, 410-411). As noted in our main report, land purchase returns and other evidence indicate that tamana was paid by the

Crown in connection with the majority of Crown purchases in Northland during the period under consideration, and it appears that tamana was paid in virtually every case during the peak of Crown purchase activity in the mid-1870s (NL&P, pp663-668, 671-672, 678, 698-699, 700-701). Private purchasers were prohibited from making advance payments in 1883 (s7 of the Native land Laws Amendment Act), but the Crown was excluded from this provision (NL&P, p696). Crown payment of tamana seems to have dropped off after 1894, when pre-emption was reimposed, making it no longer necessary to make advance payments.

2.3. Are there specific instances where non-sellers were ignored in the distribution of tamana?

In our report we describe a number of instances where the rights of groups were not identified or were overlooked by Crown purchase agents when making tamana payments. That is hardly surprising, given the complex nature of shared and overlapping territorial and non-territorial customary rights present in the region and the speed and scale of purchases, especially in the mid-1870s. It appears that Crown agents simply lacked the time to carry out thorough investigations. Other groups were approached but refused to accept tamana, or objected to others receiving it. In other cases groups accepted tamana but objected to payments made to others. In other cases there were disputes involving the distribution of payment. Sometimes one party objected to any form of European intervention in disputed lands, including a Native Land Court adjudication. There are a number of examples of such cases in our main report, including Puhipuhi (1871; NL&P, p721, 728), Omahuta (1874; NL&P, p692), Herekino (1874; NL&P, p677, 690), Orowhana (1874; NL&P, p691), Omahatu (1874; NL&P, pp691-692. See also p690), Otaua (1879; NL&P, p363), Kaikohe (1879; NL&P, p742), Kawakawa (1886; NL&P, p1039) and Poroti (1888; NL&P, p1039).

These are only a few examples which generated more than passing comment in the documentary sources. There were no doubt many more. At one point in 1874 Maning stated that he had recently received around sixty complaints from Maori about advance payments (NL&P, p692). Northern Maori made a number of protests about the practice. Some examples of Maori protest discussed in our report can be found at p695, p707, p861, p884, p997, p1001 and p1008. In a more general sense tamana payments, even when they did not result in any overt action by aggrieved groups, added significantly to a climate of division and conflict, heightened the adversarial nature of the Court and prolonged Court hearings.

2.4. How did non-sellers make their opposition to these sales known?

Often by opposing a survey, which generally followed the receipt of tamana payments by another group, and on one or two notable occasions through a resort to arms. Several people were killed at Kaikohe in 1879 when tamana payments were made to one group of claimants (NL&P, pp742-749, 1053). The *New Zealand Herald* noted that this was 'not the first time that this system of tamana on native lands... has led to terrible results'.[3] The *Herald's* Hokianga correspondent later observed that the Government should step in and 'forbid these insane individuals [those making tamana payments] to ride the high horse over the natives'.[4]

2.5. Is there any evidence that the Crown or any of its agents objected to, or had doubts about, the use of tamana payments in the period 1864-1870?

Yes, there is some evidence that a few people had mild doubts, but in the main tamana was seen by Crown officials as an invaluable aid in purchasing Maori land on favourable terms, especially when private purchasers were in competition with Crown agents and threatened to push prices up.

Former Crown land purchase agent H. T. Kemp observed in May 1877 that payments should await a title determination by the Native Land Court (NL&P, 695). When Native Minister Donald McLean visited the north in January 1875 he was told by a number of chiefs that they opposed tamana payments, and he was said to have promised to abolish the practice, although he failed to do so (NL&P, pp706-707). Sir William Martin, in an 1873 memorandum on the proposed Native Land Act, described tamana as an 'irregular proceeding', and suggested that it should be prohibited (NL&P, p697).

Maning opposed advance payments on principle. He saw any identification of owners outside his Court as an affront to his authority (see NL&P, p708). He also complained that Crown purchase agents frequently made payments to the wrong people, and that this created difficulties when the cases finally came before his Court (see NL&P, p690, 692-693, 704, 707). Chief Judge MacDonald of the Native Land Court observed in 1883 that 'the main evil' contributing to the high costs of title determinations was 'contracts to purchase land entered into before land has been before the Court'. According to the Chief Judge all purchasers, including Crown purchase agents, made such payments, and they fought 'tooth and nail' in the Court to ensure that those who had received payments obtained the land. This led to prolonged litigation and expensive delays (NL&P, p996). Section 7 of the Native Land Laws

[3] Cited in NL&P, p743.
[4] Cited in NL&P, p743.

Amendment Act (see above) was a response to MacDonald's concerns. This section did not, however, apply to the Crown.

3.1. What evidence is there to support an assertion that Maori did not seek to dominate Pakeha, and did not expect themselves to be dominated?

A major theme of our report concerns the efforts of Northland Maori to attain a form of political autonomy and control over their own affairs, including the crucial matter of land title determinations and land alienation. Northland Maori wished to exercise a form of autonomy which they believed had been guaranteed by the 1835 Declaration of Independence, the Treaty of Waitangi (Te Tiriti o Waitangi), the 1860 Kohimarama Conference - which they believed had represented a reaffirmation of the Treaty - and section 71 of the 1852 Constitution Act. They believed that their autonomy was not inconsistent with the Treaty (Te Tiriti), or indeed their ongoing loyalty to the British Crown. Rather, they felt that the economic, social and political partnership they envisaged was a legitimate expression of the Treaty (Te Tiriti) itself.

A form of cooperative dual administration consistent with this understanding was posited by northern Maori on several occasions. Essentially, it involved one legislative body representing Europeans working in tandem with a Maori body, both operating under the overarching authority of the Queen and God. For example, Wiremu Katene told McLean in 1869 that he was in favour of two assemblies, 'one for the Maoris and the other for the pakehas, and let each make laws and submit them to each other... by this means peace will be attained in this island' (NL&P, p588). Similar sentiments were expressed during later Orakei and Waitangi Parliaments (see, for example, NL&P, p1085, and more generally our chapter on the Kotahitanga Movement).

4.1. Crown agents saw no other alternative than the virtual extirpation of Maori culture. Was this Crown policy, or the views of individual Crown agents?

The social and political assimilation of Maori was a key Crown objective during the nineteenth century. Senior Crown figures, including Donald McLean, were ardent assimilationists, and their views were generally shared by lower echelons of officials and many settlers. The form of assimilation promoted by the Crown required the destruction of Maori social organisation. Individualisation of titles through the Native Land Court was seen as the key agent in this process. The 'extirpation of Maori culture', an aim shared by most Crown agents, was also Crown policy.

4.2. Who were the Crown agents referred to?

In this instance Resident Magistrates, as identified in the preceding pages.

5.1. How were promises of future benefit conveyed to Maori?

Our comments at page 637 refer to promises made during the period of Crown pre-emption (1840-1865). This question should perhaps be addressed to Dr O'Malley, who has prepared a report on pre-1865 Crown purchases in Northland.

We note, however, that during the period covered in our report northern Maori were frequently told that further land sales would encourage settlement and its 'collateral advantages', in particular the provision of highly desired communications infrastructure. We argue that when closer settlement occurred, bringing with it improved communications, many northern Maori were no longer in a position to take advantage of these developments.

6.1. What is the document we rely upon when stating that the Government justified a decision to reduce medical subsidies for Maori as they had sufficient funds to purchase alcohol?

The documents cited in footnotes 1292 and 1293.

6.2. Is there any evidence... about Pakeha spending on alcohol?

We did not address this question.

7.1. Were non-Maori affected by this 1904 flood, did the Government provide them with assistance?

No doubt non-Maori were affected. We did not address this question.

8.1. Did the authors identify any instances in which the operation of the ten owner rule was not prejudicial to Maori communities making collective decisions over resource allocation?

The operation of the 'ten-owner' rule in Northland has been addressed in our summary, at paras 17-18. This may go some way towards answering the question. We have not discussed any specific instances.

9.1 What steps did the Crown undertake to determine whether there were minerals on the land?

Copper deposits on the land were found by a private individual, Robert Bell, in the first instance. He collected a sample which reached the Government Geologist Alexander McKay, who inspected the locality from which the sample was collected at some point prior to October 1894, although he did not prepare a report until October 1895.[5] It appears that the Crown was aware of the copper deposits in this area since at least October 1894.

9.2 What blocks had copper-bearing land in Whangaroa?

Our research has identified two blocks: Kaingapipiwai (specifically Kaingapipiwai 2) and Omaunu (specifically Omaunu 2).

9.3 Did the authors find evidence that Maori were aware of any precious minerals on their land?

It appears that the Maori owners were not immediately aware of the presence of copper on their lands. In October 1894, Native Land Purchase Officer C. F. Maxwell reported to the head of the Native Land Purchase Department P. Sheridan that the owners of Kaingapipiwai 2 (Taniora Arapata and others) had made an agreement for the transfer of 600 acres of the block with storekeepers Molesworth and Saies, to whom they were heavily indebted, for 15/- per acre. Maxwell explained that

> The reason the would be purchasers offer such a good price for this land (which with the exception of some alluvial patches of small extent is of inferior quality being ordinary Kauri gum land) appears to be that they are aware of the existence of a valuable lode of copper ore in the Block, the locality of which is unknown to the Natives.[6]

It does not seem that this situation persisted for long, however. During the negotiations for the purchase of Omaunu 2 with the Crown through the course of 1896, Taniora Arapata and other

[5] C. F. Maxwell to P. Sheridan, 5 October 1894, MA-MLP 1 1894/363, ANZ: A. McKay, 'On the Discovery of Copper at Whangaroa, Auckland', 7 October 1895, MA-MLP 1 1900/77, ANZ.
[6] C. F. Maxwell to P. Sheridan, 5 October 1894, MA-MLP 1 1894/363, ANZ.

owners set the purchase price at £1 per acre.[7] Crown officials were under the impression that the increased asking price was due to the owners' knowledge of valuable minerals and metals on the block - Maxwell even suggested that they may have believed that gold was present on the land as well.[8] Maxwell and other Crown officials blamed outside Pakeha influence for the owners' persistent demand for the selling price of £1 per acre, and it does seem likely that the storekeepers in question advised the owners of the value of the copper deposits on the land in question, particularly since the former had designs on securing the block for themselves and perhaps presumed that the Crown would not be willing to meet such an asking price, the value of copper deposits notwithstanding.[9]

9.4 Do the authors consider that, at the time, £1 per acre was fair market value for the copper-bearing land purchased?

We were able to locate only one copper-bearing block purchased by the Crown. This was Omaunu 2. Contrary to the assertion of Commissioners Sir Robert Stout and Apirana Ngata quoted in our report, the Crown did not purchase this block for the price of £1 per acre. Rather, the block was purchased for 15/- per acre.[10]

The price the Crown eventually paid for the acquisition of this block was significantly higher than it was originally prepared to pay. The original price the Crown was prepared to offer, with the full knowledge of the existence of copper deposits on the block, was 7/6 per acre.[11] As early as January 1896 Sheridan expressed doubts that the block could be acquired for such a price, and by March 1896 the Crown was prepared to offer 10/- per acre.[12] As noted above, however, during this time the owners continued to insist on a price of £1 per acre. Premier Richard Seddon himself then approved the price being set at 15/- per acre 'in the interest of the colony', and in September 1896 Sheridan authorised Maxwell to offer the prices of 17/6 per acre and up to £1 if he could not secure the block for 15/- per acre.[13] The Crown was eventually successful in purchasing the majority of the block (barring one solitary interest) for 15/- per acre.

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[7] Taniora Arapata to C. F. Maxwell, 30 March 1896, MA-MLP 1 1900/77, ANZ; Taniora Arapata to the Minister of Native Affairs, 28 August 1896, MA-MLP 1 1900/77, ANZ.
[8] C. F. Maxwell to P. Sheridan, 25 October 1896, MA-MLP 1 1900/77, ANZ.
[9] C. F. Maxwell to P. Sheridan, 25 October 1896, MA-MLP 1 1900/77, ANZ; P. Sheridan to J. Clendon, 6 November 1896, MA-MLP 1 1900/77, ANZ; Memorandum for the Chief Surveyor, 18 September 1896, MA-MLP 1 1900/77, ANZ.
[10] Minute by P. Sheridan, 3 June 1897, MA-MLP 1 1900/77, ANZ.
[11] H. Gordon to P. Sheridan, 10 October 1895, MA-MLP 1, 1900/77, ANZ.
[12] Minutes by P. Sheridan from 4 January 1896 and 4 March 1896, MA-MLP 1 1900-77, ANZ.
[13] Undated confidential memorandum from R. Seddon, MA-MLP 1 1900/77, ANZ; P. Sheridan to C. F. Maxwell, 30 September 1896, MA-MLP 1 1900/77, ANZ.

It is difficult for us to estimate the fair market value of copper-bearing land in New Zealand during this period. However, considering that the Maori vendors' asking price was for the most part set at £1 per acre, and that the Crown was ultimately willing to meet that price if required, such an amount may in fact represent a reasonably fair approximation of the market value for the land in question. The eventual decision of the vendors to sell the land at the lower price of 15/- per acre may well have been influenced by their apparent indebtedness to local storekeepers.[14]

[14] C. F. Maxwell to P. Sheridan, 5 October 1894, MA-MLP 1 1894/363, ANZ; C. F. Maxwell to P. Sheridan, 2 November 1896, MA-MLP 1 1900/77, ANZ; P. Sheridan to J. Clendon, 6 November 1896, MA-MLP 1 1900/77, ANZ.