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Waitangi Tribunal
18 Nov 2013
Ministry of Justice
WELLINGTON

Appendix A

Questions for Louisa Collier and Hineamaru Lyndon (Wai 1040, #I007)

1. At paragraph 24 you say:

   Pomare Kingi's understanding in conducting land transactions was that of a tuku, or tenancy agreement rather than a hoko, or sale. In our interpretation, this tuku of the land did not confer the right of ownership of the land to the receiver. Instead, it meant that the receiver was given the right to use the land for the set purpose, with the control and ownership of the lands remaining with the Maori owners. As Pomare Kingi came to realise the Pakeha understanding of the term 'sale', he increasingly opposed the Native Land Court and had altercations with those who received the lands.

   a. **Question:**

      In which decade (or decades) do you say Pomare Kingi sold land?

      Answer:

      Pomare Kingi never sold the land, in the sense of how the Pakeha termed a sale. That is why they wanted their own Maori government rules and laws.

      The arrangement depended on the use of the land and the land in question. If it was land, such as the Ngahere or the Ripo, or water sources, those lands could not be sold in perpetuity. Most of all, lands were for the future generation's sustenance. They knew the importance of the metals that were suitable for quarrying. Those lands could not have been taken out of his possession. It would not be a sale in the restricted sense so they could never benefit from those areas. He was well aware of the lands that contained kirikiri (metal) as a resource as well.

      It is my understanding that the tuku, and not hoko, of the lands that Pomare Kingi had an interest in occurred in the 1870's and 1880's.

      The land was not Pomare's to hoko as he was kaitiaki of the lands for the future generations. The land was available to use for the hapu and as a rangatira, he had to be mindful of those dependent on the land and its resources, and of the generations to come. They were kaitiaki trustees of the whenua and moana, and all of resources contained within.

      Pomare Kingi could not comprehend that the land transactions that were undertaken amounted to a complete alienation, as this would have been completely offensive to him as a rangatira. The land had a wairua and

mauri so needed to be protected. They had to keep land to keep the people as tangata whenua of the land.

b. **Question:**
What evidence do you have of any sale documents that involved Pomare Kingi in which the word "tuku" was used?

Answer:

It is my understanding that the Onerahirahi and Waitomotomo transactions were cases of tuku, however I do not have the documents to support this.

2. **Attached** is page 2 of the *Northern Advocate* newspaper of 15 July 1891. There is an article concerning a case that carne before the Resident's Magistrate's Court on 10 July 1891, which refers to a "Pomari Kingi". The article is:

R.M. Court.

(Before H. W. Bishop, Esq., E.M.)

Friday, July 10"', 1891.

POMARI KINGI V HAMI TAURI.- Claim for recovery of a dray. Mr Steadman for plaintiff. Pomari Kingi deposed: I lent accused a dray in the month of October last, the cart was not re-turned. The dray formerly belonged to his father. My brother got it from him, and I exchanged a bullock dray for it. I claim £8 for the dray and £1 for its detention. I lent him the dray on condition that he would return it and repair it if necessary.

Hami Tauri deposed: The cart belonged to my father. I borrowed it from him. We are all relations, and it was through that Pomari Kingi thought he owned the dray. That is why I kept the cart. While the cart was in Pomari's possession it was knocked about, Pomari lent the dray to everybody. My father owned the cart and that is why I use it. My father has been dead about 17 months. The cart is on the road.

Matitu Maitu: I know the dray. If belonged to Tauri's father Pomari exchanged a bullock dray for it. Pomari Kingi's brother took the cart because Tauri's father used bad language. It was taken at a decision of a Maori council. Tauri's father handed over the cart, on account of this to Pomari Kingi's brother.

His Worship gave judgment for plaintiff £8 with costs £2 4/6, or the dray to be returned in one week.

a. **Question**: Do you know if the "Pomari Kingi" referred to the same Pomari Kingi who is your tupuna?

Answer:

Yes, he is the same person. Pomare Kingi displays the same qualities in this article that we have always known. You could be responsible for a possession but it must be available for the communal good. You had to share and support your whanau and the community, and did not keep such things in your personal possession

When you used your ground that you had kumara in and you used someone's horse to dig it up, you didn't pay them, you gave them some kumara. My grandparents lived this way during my lifetime. Another example of this is how we shared our horses. They were shared between everyone in the area to turn the ground. Everything was always communally shared.