

DUPLICATE

Wai 45 Doc # C1.

THE ORURU AREA AND THE
MURIWHENUA CLAIM (Wai-45)

A Historical Report
commissioned by the Waitangi Tribunal

Barry Rigby

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1. Purpose and Approach

The purpose of this historical report is to provide the Waitangi Tribunal with an interpretation of the key transactions and investigations affecting Oruru land during the 19th and 20th centuries. This interpretation is based on more detailed research than was possible in preparing the Rigby/Koning Preliminary Report on the Historical Evidence affecting the Muriwhenua Land Claim. It is one of a series of area reports designed to provide the Tribunal with a more focussed explanation of key transactions and investigations than that provided in the Preliminary Report. The Preliminary Report provides a broad overview of what its authors considered to be the major Crown actions affecting Muriwhenua land during the 19th century. More detailed area reports, beginning with the Mangonui and Muriwhenua North reports, and continuing with this Oruru report, focus on Crown actions towards specific land areas. This, and other area reports, also trace the consequences of those actions into the 20th century.

This report does not pretend to establish a final, conclusive interpretation of all the evidence relating to Crown actions towards Oruru land. All historical interpretations are attempts to make sense of available evidence which is invariably incomplete. As more evidence becomes available, and as Claimant and Crown researchers present it in their reports, different interpretations will almost certainly emerge. Although the Waitangi Tribunal commissioned this report, its interpretation represents the views of the author alone. In no way does it represent the views of the Waitangi Tribunal.

The approach of this report, as with previous area reports, is broadly chronological. An outline of key transactions and

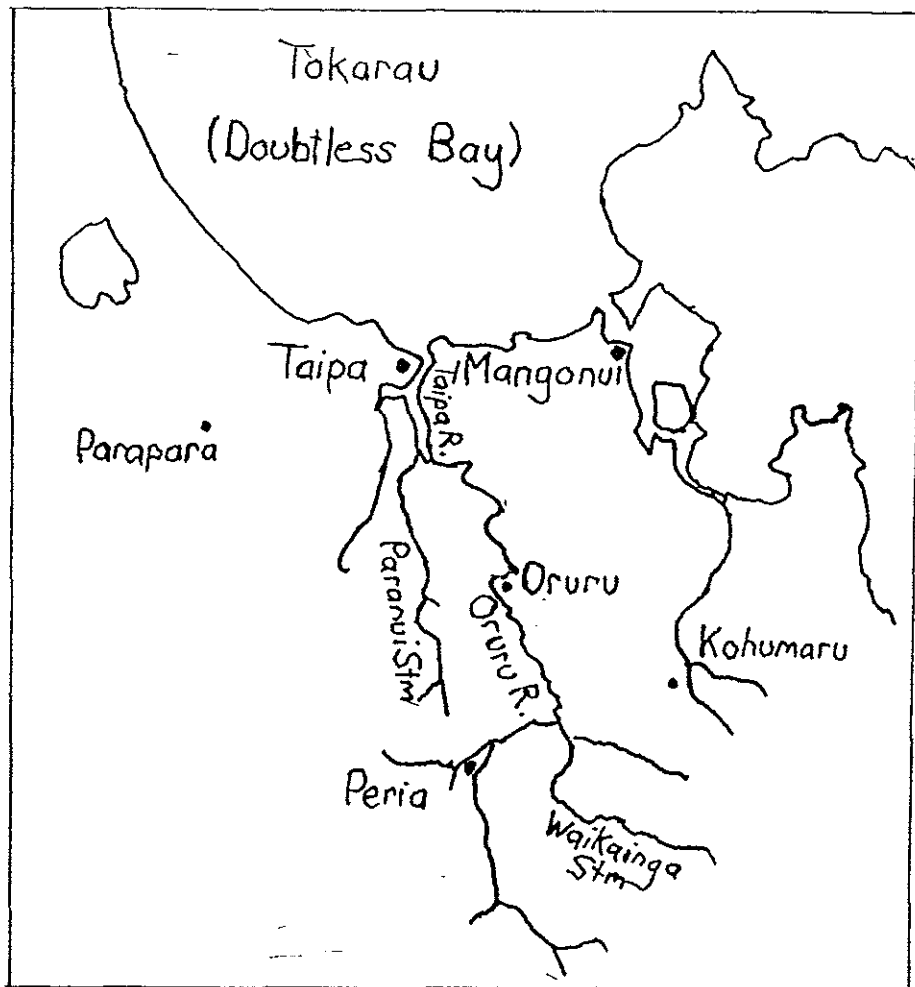
investigations, together with the necessary historical context, has been provided in the table of contents on page 2. Unlike previous area reports, maps have been inserted in the text in an attempt to focus the reader's attention on boundary questions. Although this report does not include a lengthy documents section, wherever possible documents referred to in footnotes are cross-referenced to those reproduced in volume 1 of the documents accompanying the Preliminary Report.

Finally, as with previous area reports, and as with the summary of the Preliminary Report presented to the Tribunal at Kaitaia in December 1990, this report includes a list of questions or issues arising from the evidence. The author is fully aware that Claimant and Crown researchers may propose different questions or issues when they report to the Tribunal. Needless to say, the Waitangi Tribunal itself must decide which are the most crucial issues arising from the evidence presented to it.

2. Limits of the Investigation

For the purposes of this investigation, the Oruru area is defined as the catchment area of the Oruru/Taipa River (see Map 1, Oruru Area, page 6), plus those parts of the boundaries of the 1839 Ford transaction near Taipa, Mangonui and Kohumaru falling outside this area (see Map 4, 1839 Ford Transaction Boundaries, page 20). Although this report focusses on the Oruru area, this area cannot be seen in isolation from the Muriwhenua region as a whole. The history of Oruru is intimately bound up with the larger Muriwhenua land history. Consequently, this report will frequently refer to the Muriwhenua context of key transactions and investigations affecting Oruru land.

Map 1
ORURU AREA

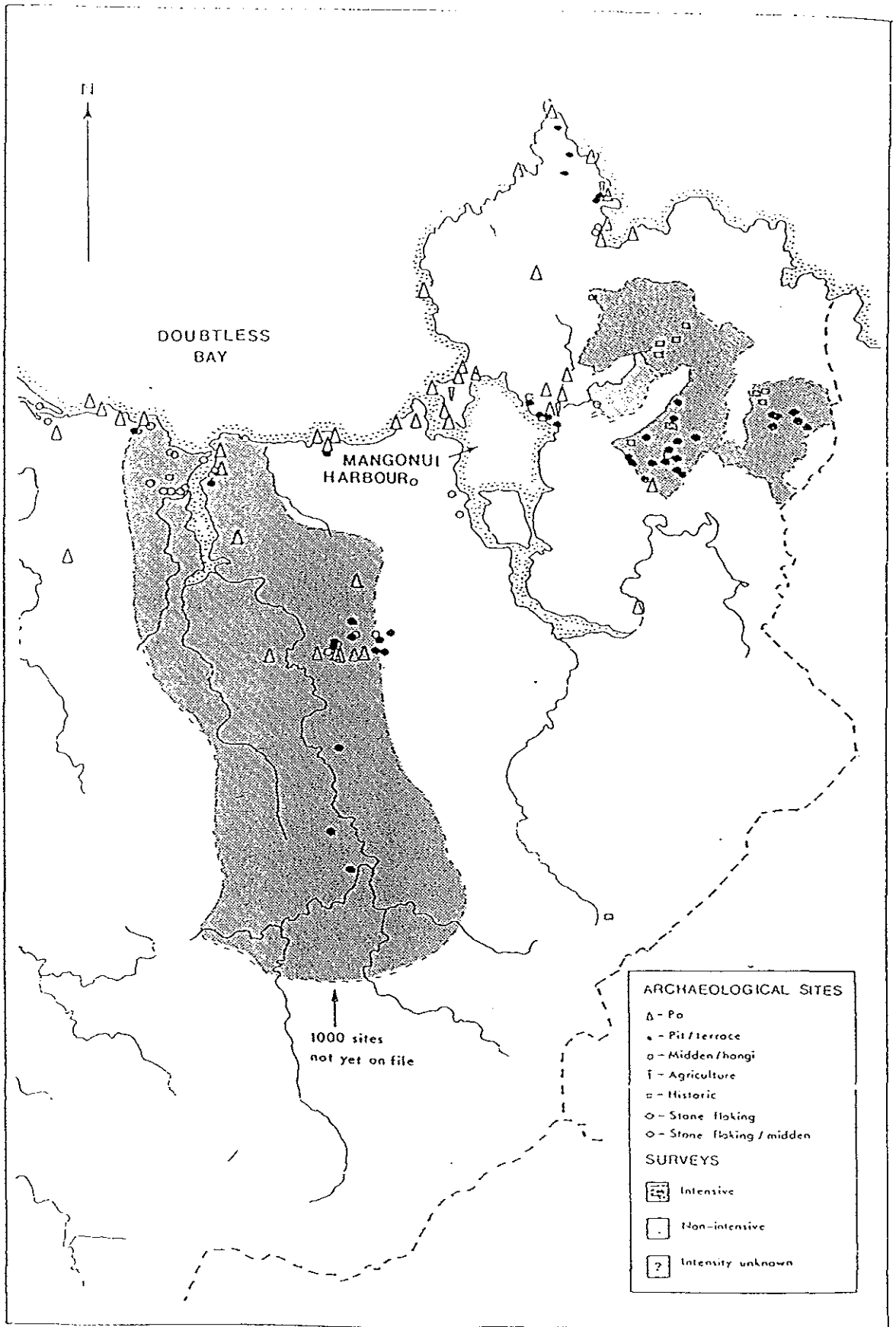


3. Maori Settlement at Oruru

During the Mangonui Sewerage hearings in 1986-7, the Waitangi Tribunal considered evidence on the archaeological significance of Maori settlement at Oruru. Dr Susan Bulmer described Oruru as "an extraordinary valley...[with] excellent garden land." Until 1794, when it was apparently visited by a devastating epidemic, Oruru supported "one of the densest concentrations of population in the country..."¹

¹ Waitangi Tribunal, Mangonui Sewerage Report (1988), p.15

Map 2
ORURU/MANGONUI ARCHAEOLOGICAL SITES



No account of Maori settlement at Oruru should omit its special ancestral associations for the Ngati Kahu people. They consider Taipa to be the last landfall of their founding Mamaru canoe, and one of the homes of their progenitors, Parata and Kahutianui. Peria, at the head of the valley, now marks the site of the Kauhanga pa, reputedly the only unconquered pa in the area during the musket wars of the early 19th century.² Undoubtedly, Oruru became both a Ngati Kahu stronghold and a much fought over area because it contained such productive land.

4. Missionary Contact 1831-3

When missionaries Henry and William Williams visited the area in 1831-2 they immediately noticed the ravages of war. Travelling up the Oruru/Taipa river in August 1831, Henry Williams recorded no cultivations below the kainga named Oruru (probably near the village of Oruru today). He recorded more settlement further up the valley. Williams's observations suggest that Whangaroa-based Ngapuhi had moved into the area, but later history suggests that they intermarried with prior Ngati Kahu occupants rather than displacing them.³

In visiting the same area 14 months later, Henry's brother William identified Ware as "the principal chief" at the Oruru kainga, noting that he was related to a Ngapuhi teacher accompanying the Pakeha. At the neighbouring community of Parapara where the Church Missionary Society party were well fed on pork, fish and kumara, William Williams identified his hosts as Te Rarawa. Again, later history suggests that they were

² See the Ngati Kahu section of Appendix 2 "Identities and Interrelationships of the Claimant Tribes," in Waitangi Tribunal, Muriwhenua Fishing Report (1988), pp. 260-1.

³ At the head of the valley, probably near Peria, Williams met Taeapa, who may have been the father of Pororua Wharekauri, a later contender for preeminence at Oruru. Henry Williams Journal 5-11 August 1831, typescript at the Far North Museum, Kaitaia.

probably Ngati Kahu intermarried with Te Rarawa.⁴ The major significance of the Williams visits to the area in 1831-2 was that local Maori, whether Ngati Kahu, Ngapuhi or Te Rarawa, welcomed the missionaries and the trade they brought with them.

The CMS established their Muriwhenua mission station at Kaitaia in 1833 after considering the Williams reports. Nonetheless, the CMS considered Oruru as part of its territory, as did their chief Maori sponsor at Kaitaia, Panakareao (later baptised as Nopera or Noble). Although Pakeha historians usually identify Panakareao as Te Rarawa, Claimant evidence before the Waitangi Tribunal suggests that he preserved strong kinship links with Ngati Kahu, and with Oruru.⁵

5. Tribal Relationships at Oruru

Pakeha missionaries and historians have normally assumed that Oruru during the 19th century was a contested area, with Te Rarawa and Ngapuhi, the major contestants. Such Pakeha observers seldom recognise prior Ngati Kahu occupancy and the close interrelationships between all iwi in the area. Maori evidence now before the Waitangi Tribunal challenges the simplified Pakeha version of Oruru history.

Rima Edwards has explained how Panakareao's ancestral links extended beyond Te Rarawa to the other four Muriwhenua iwi, and even to Ngapuhi. Rev. Maori Marsden confirms this with evidence of Panakareao's descent from Ngai Tamatea, a group which joined forces with Ngati Kahu before the arrival of the Pakeha. Atihana

⁴ William Williams Journal 29-30 November 1932, typescript at Far North Museum.

⁵ Both Rima Edwards and Rev. Maori Marsden presented evidence to this effect at the Kaitaia hearings of the Waitangi Tribunal 4-6 December 1990. This oral evidence is also confirmed by some documentary evidence, eg. in 1841 CMS missionary Joseph Matthews refers to Daniel Patuware of Parapara, who was probably Ngati Kahu, as "a member of Noble's family..." Matthews to Jowett 24 Dec. 1841, CMS/CN 0 61.

Johns also told the Tribunal on 8 August 1990 that Pororua Wharekauri, Panakareao's main rival at Oruru, had strong Ngati Kahu links. While Pakeha identified Panakareao as exclusively Te Rarawa, and Pororua as exclusively Ngapuhi, Maori maintain that they did not identify themselves in that way.

Pakeha observers clearly failed to appreciate the complexity of Maori society, and how this complexity dominated Oruru history. Pakeha missionaries recorded aspects of this complexity, apparently without being aware of its implications. For example, Joseph Matthews recorded how Panakareao married two women baptised as Ereonora, both apparently from the "Doubtless Bay" area (which means they were probably Ngati Kahu). He described the first Ereonora as "the eldest daughter of the oldest branch of the Rarawa chiefs, she was rich in slaves, in landed possessions, and had great influence."⁶ When she died without issue in 1838, Panakareao promptly moved to "Doubtless Bay," returning a year or so later with another Ereonora, the woman who was to sign the Treaty of Waitangi at Kaitaia.⁷ Panakareao's marriages to both Ereonora's probably represented efforts to strengthen his ancestral links with Ngati Kahu and Oruru, though Matthews didn't draw this conclusion.

6. Missionary Contention 1838-9

Matthews assumed that Panakareao was exclusively Te Rarawa and that Oruru was part of the Te Rarawa domain. The CMS also laid claim to Oruru and rejected the right of Wesleyan missionaries, based at Whangaroa and then Hokianga, to operate there. In December 1838, Nathaniel Turner claimed that ancestral links between Hokianga and Oruru people meant that the latter

⁶ In fact, Matthews implied that her influence exceeded that of her more renowned husband when he wrote that "she had been a sure scourge to her meek husband..." Matthews to Coates 13 April 1838, CMS/CN 0 61.

⁷ 17 May 1838 postscript, Matthews to Coates 13 April 1838, *ibid.*

should be ministered to by Wesleyans. Matthews, however, categorically rejected this. He wrote to his superiors in London that "Oruru...is more the rightful place of the Rarawa than even..." Kaitaia, since they claimed Kaitaia by conquest. On the other hand, according to Matthews, Te Rarawa and Panakareao's "...right to Oruru has never ever been called in question."⁸

In the same letter to London, Matthews contradicted himself. He revealed that Maori followers of the CMS had moved from Ahipara to Taipa to settle "all the front of the valley while at the head the Patu are residing..."⁹ These Te Patu people, like Ngai Tamatea, appear to have joined forces with Ngati Kahu before 1830. In March 1839, Matthews reported that Te Patu, a "once wicked" people "called 'the bush tribe'," had begun to accept the CMS.¹⁰ Matthews, therefore, should have understood that people who did not consider Te Rarawa to be their primary identification lived at the head of the Oruru valley.

The recruitment of the influential Ngati Kahu chief, Morenui, probably assisted the extension of CMS influence into the Oruru area. According to Matthews, as a young boy, Morenui followed him from Oruru to Kaitaia in 1833. He adopted the name Reihana Kiriwi (after the Vicar of Deddington, Matthews's home parish in Oxfordshire) and lived with the Matthews family for many years. He was apparently able to build a firm alliance between the CMS (later the Anglican church) and Ngati Kahu which has endured ever since the 1830s.¹¹ The Wesleyan attempt to challenge CMS influence in the Oruru was consequently short-lived.

⁸ Turner to Matthews and Puckey 8 Dec. 1838; Puckey to Turner nd., CMS/CN/M11; Matthews to Jowett nd., CMS/CN 0 61.

⁹ Ibid. Matthews concluded his letter by claiming that Panakareao's practice of selling Oruru timber to the Pakeha demonstrated his exclusive jurisdiction there.

¹⁰ Matthews to Jowett 4 March 1839, *ibid.*

¹¹ Matthews to Venn 27 Aug. 1866; Matthews Annual Letter 1876, *ibid.*

7. Private Pakeha Land Transactions 1836-39

After Matthews and William Puckey, his CMS colleague at Kaitaia, negotiated the first private Pakeha land transactions in the Muriwhenua area in 1833-4, a number of sawyers and erstwhile settlers from the Mangonui area began to negotiate for access to Oruru land. These transactions between 1836 and 1839 culminated in the so-called Waioioi, Oruru and Parawai agreement between 51 Maori chiefs and the CMS Surgeon, Samuel Ford, on 12 November 1839.

These transactions will now be examined with the following questions, or standards, in mind:

(a) Were the Maori participants in these transactions representative of all those with rights to the land?

(b) Were the boundaries of the land clearly defined and commonly understood?

(c) Was the payment adequate, and was it delivered to the appropriate parties?

(d) Did Maori understand the full implications of the transactions?

The Mangonui sawyers, who began engaging in recorded Oruru transactions in 1836, had arrived in the area to cut kauri spars for the British Admiralty in 1831. They included Stephen Wrathall, William Murphy, James Berghan and Thomas Ryan.¹² During the 1830s they married Maori women and negotiated with Maori for the long-term use of land.

In Wrathall's case he negotiated with Pororua Wharekauri and Kiwa for rights to a sizable area at the head of the Oruru valley in 1836. Pororua and Kiwa's rights to this area may have stemmed from a number of considerations, but the fact that only they signed the deed leaves open the question of whether all those with rights to the land were consulted. Even though the deed

¹² Neva Clarke McKenna, Mangonui: Gateway to the Far North (Kerikeri 1990) pp. 6, 103, 106.

refers to the land being along the Waikainga Stream at the headwaters of the Oruru River, its boundaries are so unclear that 20th century Lands and Survey officers stated: "From the description of the boundaries it is not possible to definitely locate..." the land.¹³ Without clear boundaries we cannot estimate acreage, and without acreage we cannot determine the adequacy of the payment. Since Wrathall failed to preserve a Maori translation of the deed, it is highly unlikely that Maori understood its full implications.¹⁴

Although Wrathall's English deed presents the transaction as a permanent transfer of "all rights titles and interests" to the land and its timber, absolute alienation of this sort was alien to typical Maori understandings of the transfer of land rights. Normally Maori transfer rights covered specific use of resources. Since the area in question was probably densely forested in 1836, Maori may have believed that Wrathall was interested only in cutting kauri. The paucity of written evidence, even in English, makes it almost impossible to determine the nature of the transaction. Unfortunately, this paucity of evidence was typical of similar transactions in the Oruru area.

Panakareao's first transaction in the Oruru area, together with three Raramata chiefs, was negotiated with William Murphy in late 1837 (see Map 3, Private Pakeha Transactions 1836-9, p. 14). The boundary description of the land at Operara is no more precise than that at Waikainga. Like the Waikainga description, Murphy's deed refers to unidentified "Land marks" which were all too common in other transactions. Like several other transactions, there was a second negotiation at Operara resulting in another deed dated November 1839. The second negotiation appears to have added to the size of the area transacted,

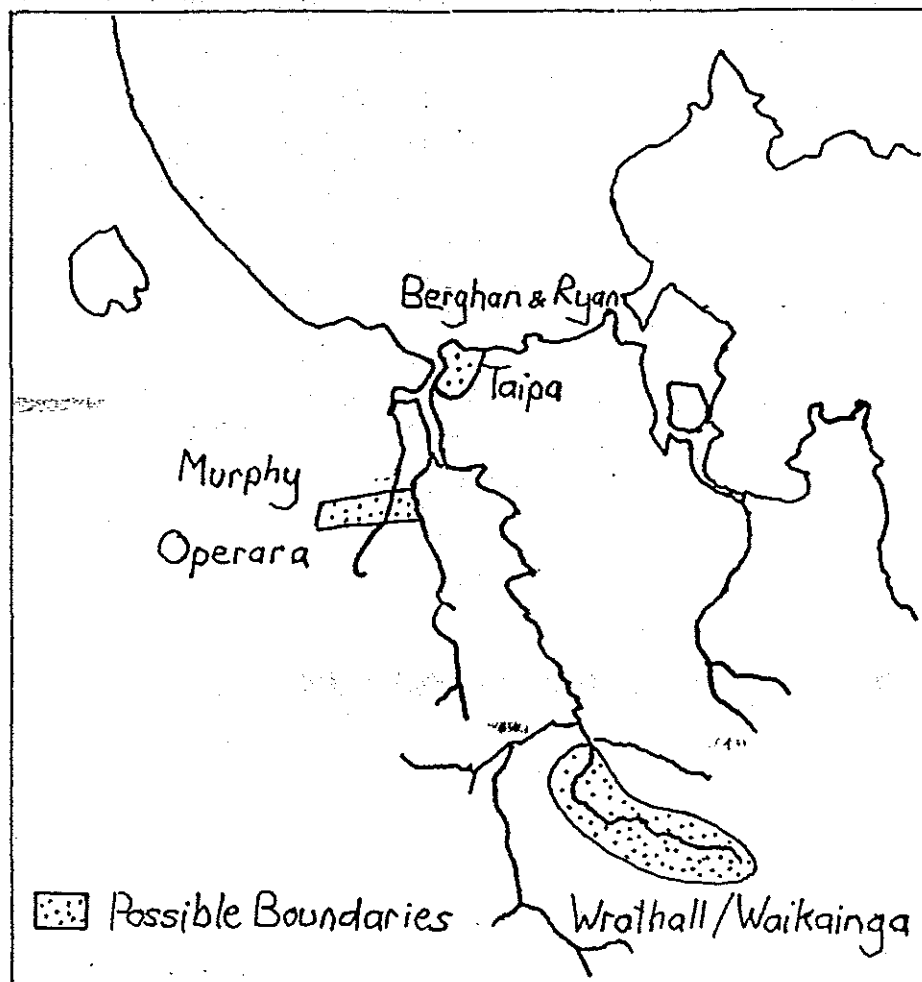
¹³ Surplus Land Commission [SLC] File P, Wrathall, p.1

¹⁴ Deeds-No.23, Whikinga Block, 26 Oct. 1836, Turton's Private Land Purchases p. 27, included in Supporting Documents Accompanying a Preliminary Report [hereafter: Docs] B33 p. 226.

although this isn't clear from the boundary description.¹⁵

Map 3

PRIVATE PAKEHA TRANSACTIONS 1836-9



The Maori understanding of the Operara transaction must have benefitted from the existence of Maori translations of the deeds. Unlike the Waikainga deed, the Operara ones were also investigated by Crown Commissioner Godfrey in 1843. On that occasion Henry Kemp, then Sub-Protector of Aborigines, translated Panakareao's statement as "I and my tribe sold the land called Operara to William Murphy and we received the payment stated in the deeds." A Pakeha witness also testified that "The deeds were explained to them before they [Maori] signed, and they understood

¹⁵ Deeds-No.31 Operara Block 21 Dec. 1837, 22 Nov. 1839 in Turton's pp. 31-2, incl. in Docs B33, pp. 230-1.

them and were satisfied."¹⁶ This cannot be considered conclusive evidence that Panakareao understood the full implications of the transaction, but it was the only transaction in the Oruru area investigated in this way.

A more typical transaction, which was neither recorded in written Maori nor investigated in the same way, was the James Berghan/Thomas Ryan Taipa agreement signed on 5 November 1839. They negotiated this agreement with "Ewari" who was probably Ware, the man identified by William Williams in 1832 as the "principal chief" of Oruru. The fact that Ware was the only Maori signer of the deed casts considerable doubt on whether all Maori with rights to the land were consulted. Geographic features included in the boundary description make it relatively clear on two sides, but the third side was recorded as being defined "by land marks laid down by both parties." These marks, of course, were unidentified (for the possible location of the area, see Map 3, Private Pakeha Transactions 1836-9 p. 14) Again, neither the area involved, nor the adequacy of the purchase price, can be identified with any precision.¹⁷

Although the Waikianga, Operara and Taipa transactions represent only about half the recorded transactions in the Oruru area, they have certain features in common with those other recorded transactions. To summarise, most of the private Pakeha transactions in the Oruru area between 1836 and 1839 appear to have been very informal and poorly documented. The small number of Maori signing the deeds suggests that not all those with rights to the land were consulted. The boundary descriptions were invariably unclear, and, consequently, the adequacy of the purchase price is impossible to determine. Although the degree of Maori understanding of the full implications of each transaction probably varied, only in the Operara transaction can

¹⁶ Panakareao's statement 2 Feb. 1843, Frederick Hanckel statement 2 Feb. 1843, OLC 848-9, pp. 7-8.

¹⁷ Deeds-No.47, Taipa Block 5 Nov. 1839, Turton's, p. 42, incl. in Docs B33, p.237.

a case be made for Maori understanding. Since the other two transactions were not documented in Maori, there is no direct evidence that the Maori version of the transaction was even close to the recorded Pakeha version of what was agreed to.

8. Samuel Ford's Transactions 1839-40

The three foregoing transactions preceded and probably overlapped with the largest and most significant private Pakeha transaction negotiated in the Oruru area. Samuel Ford, the CMS Surgeon, who spent only a few months in the Muriwhenua region during 1838-9, negotiated rights to an area which he estimated as 20,000 acres "more or less" by an agreement signed in Kaitaia on 12 November 1839 (see Map 4, 1839 Ford Transaction Boundaries p. 20). The 51 Maori signatures or marks on this deed suggest that it was the result of a very public negotiation. Since it contributed to the 1843 Oruru War, and since the Crown's reconstruction of the boundaries described in this deed formed the basis of the 1854-6 Crown¹⁴ Oruru purchases, the whole transaction should be examined very carefully.

First of all, who was Ford, and why did Maori negotiate rights to Oruru with him? In his capacity as CMS Surgeon based in the Bay of Islands, Ford visited the Muriwhenua region when disease was rife and his services were much in demand.¹⁸ Maori responded well to Ford's treatments, as crude as these must have been. This may well have led Panakareao and other Te Rarawa and Ngati Kahu to seek to establish a permanent bond with him. As explained in the Preliminary Report on the Historical Evidence affecting the Muriwhenua land claim, Maori often sought to incorporate valued Pakeha into their communities by engaging in such transactions.¹⁹

¹⁸ Ford, Medical Report 25 June -25 Dec. 1838, CMS/CN 0 41. Ford visited Muriwhenua in late 1838 and in late 1839.

¹⁹ On the missionary impact on Maori health care, see Prelim. Report, pp. 25, 36-7.

The historical context of Ford's Oruru transaction is also important in explaining why it took place in November 1839. During late 1839 Northern New Zealand was caught up in a land rush prompted by Pakeha anticipation of British annexation. In the Oruru/Mangonui area alone 17 transactions affecting thousands of acres of land were recorded during November 1839. According to Puckey, missionaries sought to protect Maori from the consequences of this land rush. He later wrote:

At the period our purchases were made, the natives were selling land in all directions; insomuch that both Mr Matthews and myself entertained serious apprehensions that the natives would part with more than they could spare from their families and in the end occasion material injury to them. This led us to buy more land than we otherwise would, and with this proviso stated in the deed that the natives should occupy it with their own children, thereby doing them a kindness by providing them with homes which they could never alienate from their families.²⁰

Since Puckey and Matthews formally witnessed the signing of Ford's November 1839 deed, and since it included explicit provision for continued Maori occupancy of parts of the area described, such protective intent may have motivated Ford.

The fact that at least 51 Maori participated in the transaction suggests that most Maori with rights to the land were consulted. Maori participants included people from several different areas. In addition to Panakareao, Rawiri Tiro and Kepa Waha apparently lived in the Kaitaia area, Reihana Morenui [later Kiriwi], Ware and Wiremu Pikahu lived in the Oruru/Parapara area, while Tukariri and Hohepa Kiwa were apparently from Kohumaru.²¹ The only problem was that neither Pororua nor Kiwa, who in several deeds claimed to be Oruru chiefs, were present in Kaitaia on 12 November.

Although some Maori may have been well represented at the

²⁰ Puckey to CMS 22 Jan. 1846, Puckey papers, Univ. of Auckland, quoted in Prelim. Report, pp. 37-8.

²¹ See Appendix A, Deeds-No.52, Waioioi, Oruru and Parawai Block 12 Nov. 1839.

November 1839 signing, only Panakareao signed a subsequent document in October 1840 which apparently greatly reduced the area covered in the first agreement. Panakareao may have sought a reduction in the area covered because by October 1840 Ford had parted ways with the CMS and ceased providing medical services for Kurihenua people. Furthermore, in June 1840 Panakareao negotiated the first of the Crown Mangonui purchases which probably included part of the area described in Ford's 1839 deed (see Map 5, Crown Mangonui Purchases 1840-1, p. 26) By reducing the Ford area 4 months later, Panakareao may have intended to bring its boundaries into alignment with the Crown purchase. Nonetheless, Panakareao's October 1840 agreement with Ford was not widely known. Pororna evidently didn't know about it, because he promoted his own claims on the understanding that Panakareao stood by his 1839 agreement with Ford affecting all Oruru (see Map 4, 1839 Ford Transaction Boundaries, p. 20).

The boundary description in the original 1839 Ford deed is extremely detailed, but it is difficult to reconstruct. When Lands and Survey officers working for the Surplus Land Commission [SLC] attempted to reconstruct these boundaries in 1947-8 they were able to identify only 11 out of the 39 boundary points named in the deed (see Appendix B, List of Boundary Points in the Ford Deeds 1839-40). As will be seen by comparing my attempted reconstruction the boundaries of Ford's 1839 transaction in Map 4 with the SLC reconstruction of the boundary line included in the same map, I do not agree with the accuracy of the SLC plan (see Map 4, p. 20). The main divergences in boundary reconstruction can be seen in the Watotoi, Kohumaru and Waiupmahu areas.²²

While it is impossible to reconstruct the original boundaries with absolute certainty, I maintain that the SLC plan underestimated the area covered by the 1839 Ford transaction. The SLC reconstruction looks suspiciously like a tidying up exercise helping me identify the location of Watotoi.

22 I am indebted to Gerard Adamson for his assistance in

designed to align the 1839 boundaries both with those described in earlier private transactions (such as Murphy's at Operara), and with the later Oruru and Kohumaru Crown purchases. SLC staff were also at a disadvantage in that they did not have access to information about the boundaries of the 1840-1 Mangonui purchase boundaries which almost certainly included part of the 1839 Ford area (see Map 5, p.?). The written evidence suggests that most of these boundaries were unclear, many of them probably overlapped, and misunderstandings about this exacerbated conflicting Maori claims to the land.

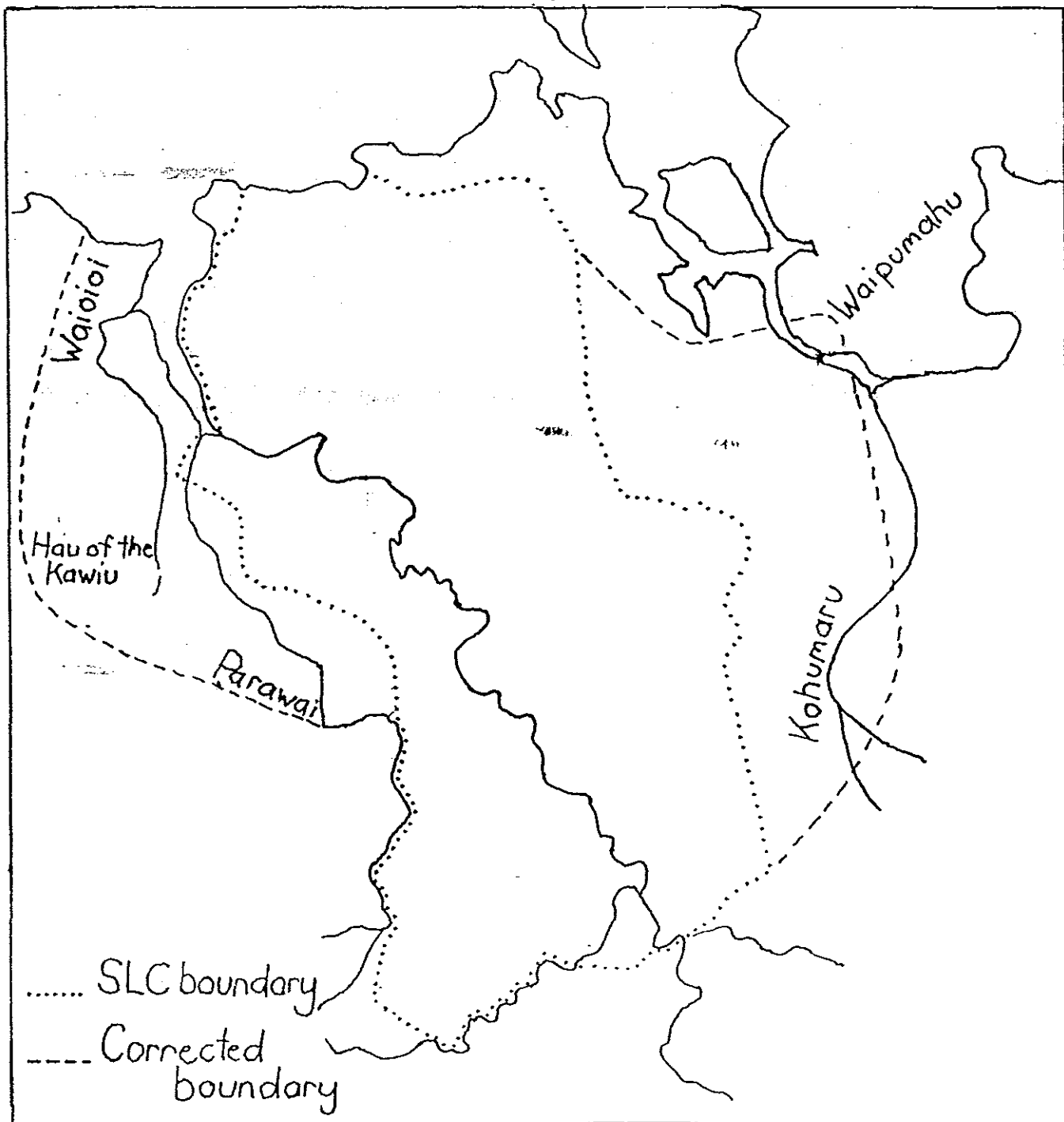
The Maori understanding of the full implications of the 1839 and 1840 Ford transactions was undoubtedly assisted by the fact that both deeds were presented in written Maori. The joint occupancy feature of the 1839 deed also must have made it more comprehensible to Maori, since this was consistent with their view of proper exchanges of land rights.²³ The English version of the joint occupancy clause allowed Kohumaru and Oruru people to "sit upon their places on the said land within the boundary." Apparently, Panakareao was to point out these places which Maori would continue to occupy so long as they "follow the directions of the scripture of Jesus Christ (see Appendix A: Deeds-No.52, Waioioi, Oruru and Parawai Block, 12 Nov. 1839, 5 Oct. 1840).

The key term in establishing the likely Maori understanding of this and many other transactions is "tuku." The original missionary translator (probably Puckey) rendered this key term as "let go" in English. The return of a substantial portion of the land in the subsequent October 1840 transaction was rendered "wakahoki" (or whakahoki) in Maori, and "go back" in English. Whoever translated Murphy's Operara deed rendered "kua hoatu kua tukua kua hokoa" as to "sell, let and make over." Claimant researchers and an independent scholar will address the question of what Maori may have understood by these terms in 1839 and

²³ See the discussion of joint occupancy as a feature of a number of Muriwhenua land transactions in Prelim. Report, pp. 35-46.

1840. This report will state only the possibility that Maori and Pakeha may have understood these terms in completely different ways.

Map 4
1839 FORD TRANSACTION BOUNDARIES



9. Missionary Land Claims

The Ford transactions in 1839-40 were two of many which led to a large number of controversial missionary land claims presented to the Crown after 1840. Since Ford had been based in the Bay of Islands during most of his tenure as CMS Surgeon he was undoubtedly familiar with the rationale for establishing these land claims. The Bay of Island missionaries were among the most vigorous advocates of protecting Maori from the ravages of Pakeha land sharks. At the same time, they also insisted upon their right to provide for the financial needs of their children by acquiring land.²⁴

Most CMS missionaries saw their service as a life-long commitment. They therefore felt they had a duty to provide for both their Maori followers, and for their children. In the case of Ford, however, devotion to his Christian calling did not prevent him from leaving the CMS in mid 1840. In reporting Ford's resignation, Rev. Richard Davis wrote on behalf of his CMS colleagues that Ford had "abused his ⁴privileges." Davis apparently believed that Ford had used the CMS to establish a lucrative private medical practice. He argued that people like Ford brought "dishonour on the mission and general discredit on the Christian character..."²⁵

It's possible, then, that Ford may have exploited his association with the CMS for commercial purposes. If this was the case, he may have seen his Oruru transactions as purely commercial transactions without any protective intent. Later critics of CMS land claims, such as John Dunmore Lang and Governor Grey, may have had a better case against Samuel Ford than they had against Henry Williams when they alleged that such

²⁴ See Muriwhenua North Report, pp. 5-7, which examines this rationale as it applied to the land claim of Rev. Richard Taylor.

²⁵ Davis to Lay Sec. 11 Nov. 1840, CMS/CN/M11.

claims exploited Maori trust in the missionaries.²⁶

10. The Treaty of Waitangi at Kaitaia 1840

Significantly, Muriwhenua Maori who signed the Treaty of Waitangi at Kaitaia on 28 April 1840 did so at the CMS mission, which was probably where they signed the original Ford transaction 6 months earlier. Those present at the hui preceding the treaty signing expressed concern about the extent of private Pakeha land transactions. At Kaitaia, unlike at Hokianga where Maori criticised missionary land claims, Muriwhenua people contrasted missionaries with evil disposed "Pakeha Maori" landsharks. Although they didn't identify these landsharks, it's possible that they were referring to the sawyers and settlers who had married into Maori communities at Hokianga and Mangonui. The Kaitaia speakers also implied that Ngapuhi, not Muriwhenua people, had engaged in nefarious transactions with such landsharks. When a chief stated "The Pakeha bought all our land, and we have no more," according to Richard Taylor's translation, he was probably communicating a general impression that Ngapuhi and their "Pakeha Maori" had initiated the pre-treaty land rush which had swept through northern New Zealand.²⁷

Panakareao's famous speech in which he said, again according to Rev. Taylor, "the shadow of the land goes to the Queen [or the Governor] but the substance remains with us," suggests that he believed that his Muriwhenua people had retained control of their land, even if Ngapuhi had squandered theirs. Panakareao and other speakers saw the spirit of the Treaty as the benevolent protection of Maori interests which the CMS had begun and the Crown would continue. Panakareao was also firm in his conviction

²⁶ In addition to his Oruru claim, Ford claimed a substantial area near Kaitaia called Okiore where the Crown later granted him 2,627 acres. Deed-No.39, Okiore Block 11 Sept. 1839, Turton's pp. 37-8, incl. in Docs. B33, pp. 234-5.

²⁷ Speeches of Kaitaia chiefs [April 1840], British Parliamentary Papers [BPP] 1845 (108) p.9.

that in signing the Treaty, Maori retained that right to transfer land rights as they thought fit. The fact that they would have to negotiate such transfers henceforth with the Crown did not deter him. He stated confidently: "we will go to the Governor, and get payment for our land as before."²⁸

Willoughby Shortland, Hobson's second in command representing the Crown at Kaitaia, reinforced the Crown's image of loyal CMS influenced Muriwhenua people, as opposed to troublesome landsharks and Ngapuhi. In reporting the Kaitaia Treaty signing, he praised Panakareao as "quite a superior person, full of intelligence, of a most independent and liberal spirit, and possessing unbounded influence in his district." Shortland saw the Treaty as an excellent way of establishing "a good understanding" with such an influential Maori leader.²⁹ The Kaitaia Treaty signing inaugurated a kind of alliance between the Crown and Panakareao, with the CMS playing an essential mediating role between the two.

11. Crown Mangonui Purchases 1840-1

In order to seal this political alliance, Hobson hastened to travel to Kaitaia as soon as his health allowed him to do so. In June 1840 he negotiated with Panakareao the Crown's first major land transaction in New Zealand. Hobson did this "in hopes of being able to restrain, in some degree, the [Mangonui] settlers from making encroachments on the land, which has been and still is a cause of much annoyance to the natives." Characteristically, he could not estimate the acreage within the purchase boundaries, even though he predicted that the area was "a valuable acquisition..." for the Crown.³⁰

²⁸ Ibid.

²⁹ Shortland to Hobson 6 May 1840, encl. in Hobson to Gipps 5 May 1840, BPP 1841 (311) p. 58.

³⁰ Hobson to Gipps 18 July 1840, BPP 1841 (311) pp. 57-8. Matthews reported that Hobson and his attendants were "highly delighted with what they saw of Noble and the whole place" at

Hobson left Protector of the Aborigines, George Clarke, to define the boundaries in discussion with Panakareao. These boundaries as described in two deeds dated 24 June 1840 included a substantial part of the area covered by Ford's 1839 transaction, and an even greater area transacted by Pororua and Pakeha settlers in the Kohumaru, Oruaiti and Taemaro areas (see Map 5, Crown Mangonui Purchases 1840-1, p. 25). The deeds in English (a Maori version has apparently not survived) stated that Panakareao, "the chief at Kaitaia" transferred "his possessions and interests at Mangonui" to the Crown in exchange for a £100 payment. The Crown then notified the Pakeha residents of the area that it had purchased "the Lands of Mangonui..." without identifying the boundaries. Local settlers were allowed to continue to occupy the area, however, "until the Commission to be hereafter appointed shall decide upon the rights of the respective parties."³¹

The Crown probably considered the respective parties to be Panakareao and the Pakeha settlers, who Hobson believed were occupying land without Panakareao's permission. In late June, Matthews wrote:

Our chiefs have formed quite an alliance with the Governor and on any emergency have promised four hundred men. The Government have more to fear from wicked Europeans than from any Natives.³²

The Crown ignored the fact that other Maori had important interests in the Mangonui area, interests which they would soon assert.

Pororua evidently took his case to Henry Williams who prevailed upon Hobson to send Clarke back to Mangonui in May 1841. There Clarke negotiated an agreement with Pororua almost

Kaitaia. Matthews to CMS 29 June 1840, CMS/CN/M11.

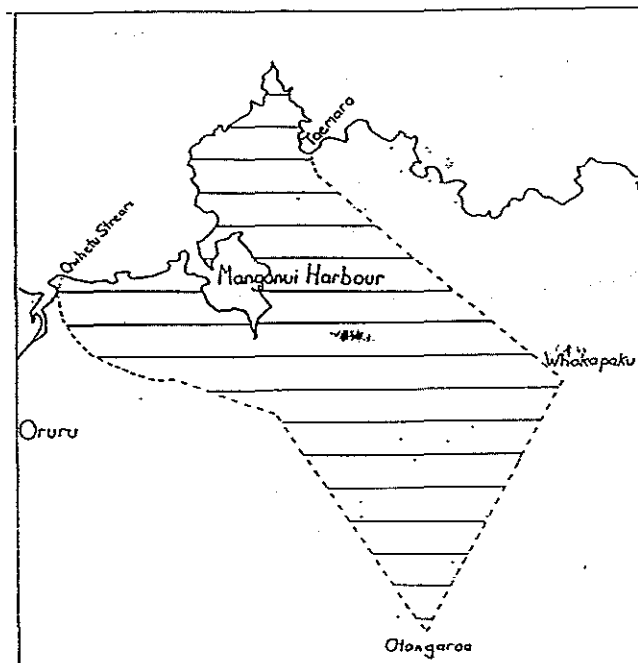
³¹ Deeds of Sale 24 June 1840, IA 15/4 Internal Affairs records, National Archives, Wellington; Public Notice [posted at Mangonui] 24 June 1840, SLC File G, p. 22a.

³² Matthews to CMS 29 June 1840, CMS/CN/M11.

identical to that negotiated with Panakareao 11 months earlier.³³ Although the Crown described both of these transactions as purchases, Clarke later denied that they were simple purchases of land. He maintained that, in an attempt to avert tribal conflict, Hobson "determined upon purchasing (not the land, but) all the remaining interests of each chief in the disputed territory..."³⁴ This suggests that, by 1845, Clarke understood the Maori concept which allowed different people to have different interests or land rights in the same area.

Map 5

CROWN MANGONUI PURCHASES 1840-1



Nonetheless, the Crown blundered in attempting to extinguish the rights of Panakareao and Pororua in this way in 1840-1. Instead of bringing all claimants together to define their respective interests prior to mediating between them, the Crown

³³ Deeds-No.1, Interests of Pororua and Tribe in land Sold by Nopera at Mangonui 28 May 1841, Turton's Crown Purchases, p. 1, incl. in Docs B32, p. 159. In this deed, Pororua is referred to as chief of both Mangonui and Oruru, whereas Panakareao had been styled only "chief at Kaitaia" in his 1840 deeds.

³⁴ Clarke to Col. Sec. 1 Sept. 1845, BPP 1846 (337) pp. 123-5.

chose to deal with two claimants separately. Not only did the Crown fail to define their respective interests, it created a great deal of suspicion all round.

12. Godfrey's Land Claims Commission 1843-4

This all round suspicion made the task of the Crown Commissioner charged with the responsibility of hearing Pakeha land claims exceedingly difficult. He also compounded the Crown's earlier mistake of dealing separately with Panakareao and Pororua by seeking to separate Pakeha claims from the rights of Maori claimants.

Approximately 400 Ngapuhi, Ngati Kahu and Te Rarawa warriors greeted Commissioner Edward Godfrey when he arrived at the tiny village of Mangonui in early January 1843. This imposing Maori presence testified to their determination to force the Crown to acknowledge their rights, and to prevent it from dealing separately with any party. Both Panakareao and Pororua formally asserted their rights before Godfrey on 11 January.

Panakareao made abundantly clear his opposition to "purchases...not made from himself," and his "priority of right over all the land in the neighbourhood of Doubtless Bay..." which included Oruru as well as Mangonui. He rejected the Crown's contention that it had extinguished his rights in the June 1840 Mangonui Purchase, because, in his view, the £100 exchanged was merely a down payment. He was willing to allow Pakeha to continue to occupy the area, but he would "not now relinquish his rights over these lands either to the Settlers, or to the Government..." On the contrary, he vowed to "maintain his rights to lands 'Vi et Armis.'"³⁵

Without trying to match Panakareao's ringing declaration, Pororua issued a joint statement with Kiwa. They declared that

³⁵ Panakareao's Statement before Godfrey 11 Jan. 1843, SLC File L, p.11.

their rights to the Mangonui area were based on both conquest and long-term occupancy. They therefore rejected Panakareao's assertion of his "priority of right..."³⁶

Godfrey, a retired military officer with little New Zealand experience, was poorly prepared for this situation. He made no attempt to uphold the 1840-1 Crown purchases. Then he abandoned Mangonui for Kaitata to see if he could get Panakareao to soften his position in the presence of the missionaries. Other Kaitata chiefs, however, were even more adamant than Panakareao that the Crown had failed to support them as loyal allies. They threatened to "exercise all their ancient rights and authority...[and] not in future allow of any claims or interference on the part of the Government."³⁷

Godfrey at Mangonui had been persuaded that Pororua and other claimants had a strong case. He wrote:

The adverse Tribes have opposed the sale made by Nopera to Mr Ford and Mr Taylor - and with more shew of justice because these lands have been their dwelling places for many years.³⁸

Godfrey apparently identified the "adverse Tribes" in the case of the Ford and Taylor transactions as Ngapuhi and Te Aupouri, respectively. In the case of the area covered by the Ford 1839 Oruru transaction, Godfrey proposed a compromise that would have recognised Panakareao's authority there, while recognising Pororua's authority east of the Mangonui harbour. While Panakareao was prepared to accept this line of demarcation, Pororua wasn't.³⁹

³⁶ Pororua and Kiwa's Statement before Godfrey 11 Jan 1843, *ibid.* p. 10.

³⁷ Godfrey to Col. Sec. 16 Feb. 1843, BPP 1844 (556) pp. 125-7, *incl.* in Docs B27, pp 113-4.

³⁸ Godfrey to Col. Sec. 15 Jan. 1843, *ibid.* *incl.* in Docs B25, pp, 110-1.

³⁹ Godfrey to Col. Sec. 16 Feb. 1843, *ibid.* pp. 113-4.

Having failed with this fruitless mediation effort, Godfrey left the area without availing himself of the opportunity to investigate Pakeha land claims thoroughly. As he later explained, he felt that in such a highly charged atmosphere Maori would:

not come forward to give testimony respecting the amount of money or goods they may have received from the Claimants - nor the quantity of land which they disposed of. Therefore the only evidence which can now be exhibited in proof of these claims, is the examination of the Claimant on oath by the Commissioners -. ⁴⁰

In 1843 Godfrey was unwilling to recommend dismissing Pakeha claims in the Oruru/Mangonui area. With the recent Wairau affray in mind, he wrote that "abandoning the settlement under existing circumstances..." was inadvisable because it would "probably occasion the Natives at other places to attack the Settlers in the hope of similarly resuming their lands."⁴¹

By early 1844, however, Godfrey had changed his mind. In effect, he recommended "abandoning the settlement..." in the Oruru/Mangonui area. He decided that without a full investigation of the Pakeha claims, he could recommend only scrip exchanges for land elsewhere on the basis of what Pakeha claimed to have paid Maori. Instead of recommending the awarding of Crown Grants (in all cases except that of William Murphy at Operara), Godfrey offered claimants the opportunity to take land the Crown could offer them further south.⁴² He sent notices to all the Pakeha Oruru/Mangonui claimants stating this offer. In his letter to Ford he added:

Notwithstanding the strong opposition presented to me against your Claim No. 300d [Waioioi, Oruru, and Parawai] I shall not object to you taking advantage also...[of this offer]⁴³

⁴⁰ Godfrey, "Answer to Minute...relating to claims of C Partridge," 13 June 1843, OLC 8/1, p. 69.

⁴¹ Ibid.

⁴² Godfrey to Dacre 20 Jan. 1844, *ibid.* pp. 77-8.

⁴³ Godfrey to Ford 20 Jan. 1844, *ibid.* p. 78.

In reporting this arrangement to Hobson's successor, Governor Fitzroy (through the Colonial Secretary), Godfrey explained how he calculated the amount of scrip each Oruru/Mangonui claimant qualified for. In claims where he had investigated both claimant and "vendor" evidence, such as Murphy's Operara claim, Godfrey would normally triple the declared value of the original payment in calculating either the scrip exchange or the size of the Crown Grant recommended. In the uninvestigated Oruru/Mangonui claims, he recommended that the scrip exchanges should be equal to, not triple, the declared value of the original payment. This was because in all cases (except that of Murphy, whose claim was investigated, and William Butler, whose Mangonui claims weren't disputed), the Oruru/Mangonui claims were "so seriously disputed by a very large Tribe..." they could not receive the same treatment as claims found to be valid.⁴⁴

In calling for Pakeha claimants to either vacate the area, or remain only as tenants of Maori, Godfrey also sought to teach Maori a lesson. In his words, the scrip exchanges were necessary "to prevent discord between the Tribes... to induce them to settle similar disputes more amicably and with less annoyance to the Settlers." Godfrey believed that after a "considerable period of time" of living without Pakeha, Maori would learn the error of their ways, and begin to resolve disputes amicably. He predicted that only then could Pakeha take "quiet possession...of the lands alleged to have been purchased [my emphasis]."⁴⁵

Godfrey clearly distinguished between valid and alleged purchases. The former had to be fully investigated, whereas the latter hadn't. In cases of disputed claims, such as most of those in the Oruru/Mangonui area, which Godfrey chose not to investigate fully, they remained alleged, not valid, purchases.

⁴⁴ Godfrey to Col. Sec. 3 Feb., 12 May 1844, *ibid.* pp. 80-1, 86-7.

⁴⁵ Godfrey to Col. Sec. 12 May 1844 *ibid.* p. 86-7.

Subsequent Crown actions, however, failed to acknowledge this basic distinction even though Governor Fitzroy upheld Godfrey's recommendations in 1844.

13. The Oruru War 1843

Before Godfrey made his final recommendations, the Oruru/Mangonui conflict came to a head. Unhappy with the way Godfrey had failed to insist upon Panakareao and Pororua abiding by the terms of the 1840-1 Mangonui purchases, the Crown instructed Clarke do what Godfrey had failed to do.⁴⁶ When Clarke arrived at Oruru in April 1843, hostilities had already broken out there between the contending Maori claimants. Apparently, most Ngati Kahu aligned themselves with Panakareao, although Clarke reported that Ware sided with Pororua, who also won the support of Hone Heke.⁴⁷ Although Clarke, Henry Williams and Bishop Selwyn all tried to negotiate an end to the fighting (in which a dozen or so Maori died), Maori apparently arranged their own kind of truce. Both sides agreed not to avenge the dead, and to withdraw indefinitely from the⁴⁸ contested ground at Oruru.⁴⁸

The Crown, however, wished to ensure a more formal settlement. In August 1843, Clarke drafted a document which recognised Panakareao and Pororua's common claims to the Oruru/Mangonui area. Panakareao evidently signed this document at a public ceremony in Kaitaia on 24 August. Clarke believed it "honourably maintain[ed] Noble's rights" without prejudicing those of Pororua "or any other chiefs who may have claims." Clarke assured Pororua that "his own cultivations...would be

⁴⁶ Shortland minute 20 March 1843, BPP 1845 (369) pp. 75-6.

⁴⁷ Clarke to Col. Sec. 1 June 1843, Governor's series, G30/7 pp. 1055-1100.

⁴⁸ Matthews to Coates 31 July 1843, CMS/CN 0 61; Partridge to Col. Sec. 15 March 1844, SLC File L, p. 14.

especially secured for him and his family forever."⁴⁹ Even though this appeared to be a sensible agreement, a belated recognition by the Crown of the futility of insisting upon upholding the 1840-1 Mangonui purchases, there's no evidence that the Crown ever acted upon Clarke's August 1843 recommendations.

In 1844 the Crown's actions at Oruru came under attack in the British House of Commons when Walter Brodie, a local land claimant, alleged that the inept 1840 Mangonui purchase caused the Oruru war. Brodie claimed that the Crown had sided with Panakareao at the expense of Pororua and Pakeha claimants, and that Godfrey's subsequent failed mediation attempt had only worsened the situation.⁵⁰ In rising to his own defence, Clarke justified the 1840 Mangonui purchase without mentioning how the August 1843 settlement would have superceded it, had the Crown implemented it. This suggests that Clarke's sensible settlement had either been shelved or overruled.⁵¹

Crown policy took a sharp turn in 1845 when the new Governor, George Grey, began to disempower Clarke's Protectorate Department. After 1845 the Crown adopted a strategy of extending direct control over Maori by both administrative and military means. Grey rejected Clarke's strategy of attempting to pacify Maori by negotiation. He was therefore unlikely to honour the August 1843 Oruru/Mangonui settlement.⁵²

14. Panakareao's Return to Oruru 1846-56

Because he lacked the resources necessary to impose the

⁴⁹ Protector's Report [Aug.1843], BPP 1846 (337) pp. 125-7.

⁵⁰ Testimony of Walter Brodie, 4-6 June 1844, BPP 1844 (556) pp 25-60.

⁵¹ Clarke to Col. Sec. 1 Sept. 1845, BPP 1846 (337) pp. 123-5.

⁵² On the conflict between Grey and Clarke, see Graham Butterworth, Maori Affairs (Wellington 1990) pp. 21-5.

Crown's will everywhere, Grey sought to win the cooperation of selected chiefs in extending his authority. He apparently won Panakareao's cooperation in the war against Hone Heke with a promise that he would support his Oruru claims. Panakareao with 14 fellow warriors fought at Ruapekapeka. When he returned from Ruapekapeka he moved to Oruru with his followers. According to Matthews, he did so with Grey's blessing. Grey evidently hoped to found a major Pakeha township at Mangonui based on local coal deposits. Panakareao's gardens at Oruru were to supply the necessary provisions for the new township.⁵³

Although Panakareao faithfully cultivated at Oruru for almost a decade after returning from Ruapekapeka, Grey's mining town at Mangonui never materialised. Evidently, Panakareao felt betrayed by the Crown's failure to deliver a market for his produce. He felt further aggrieved when the Crown limited his right to cut kauri at Oruru. Matthews sympathised with Panakareao who had, he wrote, "just cause to be offended with such a measure." Matthews went even further, stating: "Who can deny that their land is virtually stolen from them[?]...."⁵⁴ Matthews apparently believed that Maori had engaged in land transaction to attract Pakeha to the area. Without a Pakeha market for Maori produce, and without Pakeha goods and services coming in to the area, however, this had all been in vain. Matthews thought the Crown had much to answer for in all of this, but he was unwilling to take Maori grievances to Grey. All he would say was that he was glad he "was not at home when the Treaty was signed at Kaitaia..."⁵⁴

Panakareao took his grievances up with Grey, but without much effect. In 1849 Grey told him "to be more circumspect in his conduct and to return to his former state [apparently, as a loyal

⁵³ Joseph Matthews Journal 26-29 May 1846, CMS/CN 0 61. Matthews thought he might even have to relocate the Kaitaia mission station at Oruru.

⁵⁴ Ibid. 30 Nov 1847.

chief]...⁵⁵ The only action Grey was prepared to take in recognition of his obligations to Panakareao was to appoint William Bertram White as Resident Magistrate at Mangonui in 1848.

Panakareao developed a complex relationship with White. He cooperated with him in clarifying the land rights of the dozen or so Pakeha who had not vacated the area in 1844.⁵⁶ He also negotiated with White the first uncontested Crown purchase at Mangonui in 1850. For £5 he sold the Crown a 32 acre beachfront section and gave up his "interest" in other township land.⁵⁷ In both cases, White recognised Panakareao's authority in the Mangonui area, while he continued to live at Oruru or Taipa.

Panakareao, in fact, considered his authority to be equal to that of White in the Mangonui area, and paramount at Oruru. In 1852, when White accused him of threatening behaviour, Lieutenant Governor Wynyard called upon Panakareao to explain his actions. Panakareao assured Wynyard that he remained loyal to the Crown. The "marriage ring" consummated at Ruapekapeka, he said, "has not dropped from my finger..."⁵⁸

Panakareao's authority at Oruru did not go unchallenged in the decade after Ruapekapeka. During 1852 Ngati Kahu led by Tipene te Taha actually fought Panakareao's followers at Oruru, or Taipa, and one person died.⁵⁹ Thus it appears that Oruru remained a disputed area, even though Ngapuhi were not involved, and even though Panakareao lived there for almost a decade in an

⁵⁵ Ibid. 19 Oct. 1849.

⁵⁶ Nopera to Grey 20 June 1847, Berghan to White 25 Sept. 1847, White to [Col. Sec.] 4 Oct. 1848, SLC File I, p. 22.

⁵⁷ Deed No.2, Waikiekie Block, 3 May 1850, Turton's pp. 2-3, incl. in Docs B22, pp. 160-2.

⁵⁸ White to Col. Sec. 2 Jan., Noble Ngakuku [Panakareao] to Wynyard 14 Jan., Wynyard to Noble 15 Jan., Wynyard to Grey 15 Jan. 1852, G 8/5/8.

⁵⁹ Matthews Journal 4 July 1852, CMS/CN 0 61; White to Sinclair 12 July 1852, G 8/8/6.

attempt to establish his paramountcy.

15. Pakeha Settlement at Oruru 1853-6

A decade after the 1843 Oruru War, White began to encourage Pakeha to establish homesteads at Oruru. In May 1853 he reported that he'd "ascertained that there will be no obstruction on the part of the Natives, all acknowledging that the land belong[s] to the Government." White had allowed Stephen Wrathall to select 350 acres there, on the assumption that land exchanged for scrip was Crown land. White was so anxious to get Wrathall settled at Oruru that he persuaded the Surveyor-General to allow him to survey the 350 acres.⁶⁰

Within a year White had encouraged had persuaded William Butler, and two surveyors, Clarke and Campbell, to select land at Oruru. Lastly, White established his own residence there, so he had a personal interest in clearing the title to land which he conveniently referred to as "Government land."⁶¹ In fact, he had established residence in a disputed area in which Maori rights had not been effectively extinguished.

16. Crown Oruru Purchase 1854

In 1854, White was so anxious to extinguish Maori rights at Oruru that he wrote to the Surveyor-General in an effort to get him to persuade Chief Land Purchase Commissioner Donald McLean to negotiate a major Crown purchase there. White wrote that McLean had "such power over" Maori, that it was easier for him "to get a thousand acres than for me to get a hundred..." He pointed out that the settlers who were establishing homesteads there wanted to know what the Crown would do to make their land

⁶⁰ White to Col. Sec. 27 May 1853, IA 53/1289; White to Col. Sec. 1 July 1853, CWW Ligar memo 8 July 1853, IA 53/1047.

⁶¹ White to Col. Sec. 1 July 1853, IA 53/1647; White to Ligar 15 June 1854, McLean papers, 633, Alexander Turnbull Library.

secure. White concluded candidly: "I really should be delighted to get a few neighbours and I shall do all in my power to get them what they require."⁶²

On 3 July 1854, White reported that he had purchased Panakareao's rights at Oruru for £100. He allowed Panakareao to retain a 100 acre reserve "including the present site" of his pa. White took this action, he said:

without previously obtaining the authority of Government in consequence of several gentlemen who have made choices in the valley...and are of course desirous of knowing that there will be no obstacle to their accepting their claims.

He even paid Panakareao the full purchase price out of his own pocket. He hoped the Crown would promptly reimburse him and approve the purchase which he had undertaken on his own initiative because "it was of necessity and for the good of the public." In conclusion, he stated that "the land ceded covers a large extent of country."⁶³

In the deed, which was apparently not translated into Maori, Panakareao's Oruru claim was incorrectly described as "the only native claim existing..." there. The area included the land extending from the mouth of the Oruru/Taipa River "to its source extending to and containing the old boundaries of Dr Ford's old purchase..." Significantly, the deed refers to Ford's land being "returned to me [ie. Panakareao] in consideration of other purchases by Dr Ford [my emphasis]." This contradicted White's earlier assertion that scrip exchange land reverted to the Crown rather than Maori. Finally, the very fact that White paid Panakareao for the land recognised Maori ownership prior to the purchase.⁶⁴

⁶² White to Ligar 15 June 1854, *ibid*

⁶³ White to Ligar 3 July 1854, SLC File N, pp. 15-16, incl. in App C.

⁶⁴ Deed Receipts-No.1, Turton's p. 715, incl. in Docs B32, p. 215.

Surveyor-General Ligar praised White for seizing the opportunity to purchase Oruru, because "...the extinguishment of the Native Claim...opens a very valuable tract of land to settlers." Initially, McLean stated that he couldn't declare the land as available for settlement without a clear boundary description. After referring to Ford's original deed, however, he expressed satisfaction with the boundary description. He approved White's action, stating that it "finally extinguishes the Native Title" and meant all Oruru land, "excepting of course, one hundred acres of a reserve for Nopera, may be open for selection."⁶⁵

McLean's rapid approval of White's 1854 purchase was consistent with the fact that during the 1850s McLean presided over the most ambitious land purchase programme in New Zealand history. After having accomplished large-scale purchases in the South Island and south of Taupo during the early 50s, by 1854 he was concentrating on more difficult purchases in Auckland province. In 1855 he reported that his agents were negotiating purchase agreements for 600,000 acres there. In particular, McLean envisaged a great commercial future for Northland. He believed that an increase in kauri gum and timber exports, proximity to "the Panama line" of steamers, and Maori willingness to negotiate with the Crown, all increased Pakeha demand for northern land.⁶⁶

White's provision for Panakareao's 100 acre reserve in his 1854 deed was also consistent with McLean's overall reserve policy. The Crown induced Maori to make land available for settlement by assuring them that their pa sites and kainga would be reserved for current and future generations. This reserve policy sought to ensure that Maori would have Pakeha neighbours

⁶⁵ Ligar minute 17 July, McLean minute nd., 28 July, encl. in White to Ligar 3 July 1854, SLC File N, p. 16, incl. in App C. Ligar then minuted: "The land will be, therefore, open to selection at once." Ligar minute 28 July 1854, *ibid*.

⁶⁶ See Prelim. Report, pp. 114-5.

to work for and supply with produce.⁶⁷

If these reserves were designed to support current and future generations of Maori, however, there arises a question of how adequate they were. Panakareao's 100 acre reserve at Oruru may have been adequate to support the needs of his immediate whanau. But was it adequate to support the needs of all Oruru Maori, and was it adequate to support the needs of future generations of Maori?

17. Other Maori Claims at Oruru

Clearly, all Oruru Maori were not represented in White's 1854 purchase negotiations. Other claimants lost no time in rejecting White's unfounded assumption that Panakareao's was "the only native claim existing..." at Oruru. In December 1854, Kemp reported that Pororua had come to Auckland to object to "Mr White's purchase at Oruru." This caused Ligar to stop White's survey of the area.⁶⁸ McLean anticipated this objection. On 28 November, he instructed his Northland agent, John Johnson, to investigate the Oruru situation.

Johnson soon discovered that Panakareao and Pororua were not the only claimants. He reported that:

another party have now appeared, headed by a young man named Tipene, of the Ngatikahu Tribe, the original possessors of the land in question...

Johnson was the first Crown agent to recognise the independent status of Ngati Kahu claimants. He believed that they had supported Panakareao in the 1843 Oruru War, but had fallen out with him subsequently. They were now asserting their Oruru claim with the support of the highly influential Ngapuhi chief, Tamati

⁶⁷ McLean to Kemp 17 Nov. 1855, Appendices to the Journals of the House of Representatives [AJHR] 1861, C-1, p. 4, incl. in Doc B20.

⁶⁸ Kemp to McLean 9 Dec. 1854, McLean papers 368.

Waka Nene.⁶⁹

Johnson admitted that the Crown had probably sanctioned Panakareao's return to Oruru as a reward for his services at Ruapekapeka in 1846. In addition to the Ngati Kahu claim, he acknowledged the validity of a Hokianga Ngapuhi claim, and a Te Rarawa claim presented by Puhipi te Ripi of Pukepoto. White advised him to satisfy these claims by paying Pororua, and the Hokianga claimants £150, Tipene £100, and Puhipi £50. He concluded with a recommendation that the matter be closed quickly because some of the claimants were "very insolent in their demands..." and threatened to take their case to Auckland.⁷⁰

When the Crown did not act promptly on Johnson's recommendation, both Pororua and Tipene pressed their claims. Pororua sent a series of letters to Auckland, and Tamati Waka Nene appeared there on Tipene's behalf.⁷¹ Meanwhile, Panakareao exerted pressure on the Crown by delaying the negotiation of other purchases while the Oruru dispute remained unsettled.⁷²

White, of course, wanted to settle the dispute so that he and his Pakeha neighbours at Oruru could enjoy secure title to their land.⁷³ Pororua brought matters to a head in January 1856 when he "announced his intention of cultivating at Oruru on Mr Campbell's land." In reporting this, White described Pororua as "a violent insolent native..." who was prepared to risk another Oruru war in promoting his own claim.⁷⁴

⁶⁹ Johnson to McLean 23 Feb. 1855, No.1, AJHR 1861 C-1, p. 1, incl. in Docs B20.

⁷⁰ Ibid.

⁷¹ Kemp to Johnson 12 April 1855, OLC 6/1; Kemp memo 4 May 1855, AJHR 1861, C-1, p. 2, incl. in Docs B20.

⁷² White to Col. Sec. 30 May 1855, IA 55/1860.

⁷³ White to Col. Sec. 29 Sept. 1855, IA 55/3280.

⁷⁴ White to Col. Sec. 31 Jan. 1856, IA 56/336, incl. in Docs A4, p. 13.

McLean responded by sending Kemp northward to investigate the Oruru dispute, and to negotiate other Muriwhenua purchases. In March, Kemp reported that the delay in settling the Oruru dispute was holding up other purchase negotiations. He admitted:

...the outstanding native claims have never been set at rest and the land has been sold and occupied by Settlers. This should be attended before anything serious happens. The Natives are very loud in their complaints. I think £350 would set this at rest if handled at once [his emphasis].⁷⁵

On 12 April 1856, coincidentally the day before Panakareao's death, Kemp completed his report on the history of the dispute. He reported that the original Ford "purchase seems to have been defective..." because Pororua hadn't received part of the payment. On the same grounds he implicitly criticised White's actions in negotiating the 1854 purchase, after he had persuaded several settlers to pay the Crown £3,000- £4,000 for Oruru land, without consulting Pororua or Tipene. To highlight the potential embarrassment the Crown could suffer if it didn't settle the matter promptly, Kemp enclosed a letter from Taipa Maori who threatened to "take Oruru back..." if they didn't receive the £150 they said the Crown had promised to pay them.⁷⁶

White reiterated Kemp's concerns with an added note of urgency in June, when he informed McLean of "the very serious difficulties the settlers and resident Natives at Oruru are subject to..." while the dispute continued. He maintained that both Pororua and Tipene were "making vigorous efforts to return to settle there...", that Maori had occupied Pakeha land, "but I cannot interfere in consequence of the unsettled question of payment."⁷⁷ McLean agreed with the need for a prompt settlement, but he wasn't prepared to spend the £350 recommended by Kemp, and

⁷⁵ Kemp to McLean 10 March 1856, McLean papers 368.

⁷⁶ Maori letter to Governor 6 Feb. 1856 [translation in SLC File N, p. 22, incl. in App C], encl. in Kemp to McLean 12 April 1856, No. 11, AJHR 1861 C-1, pp. 7-8.

⁷⁷ White to McLean 25 June 1856, No. 13, in *ibid.*, p. 9, incl. in Docs B20.

he did not want to grant Pororua the 100 acre reserve comparable to Panakareao's that Kemp has also recommended.⁷⁸

McLean opposed the idea of granting Pororua of reserve because, in his words:

his retention of any land at Oruru will, I apprehend, give rise to disputes with the Rarawa, which, in the final settlement now to be effected, should be carefully avoided...

He was willing to concede that, however undesirable, it might be necessary to grant Pororua a reserve, least he was unwilling to settle on any other terms. In that event, Kemp was to obtain "a conveyance from all the Natives concerned, giving up their entire interest and claims to the one hundred (100) acres in question in favour of Pororua."⁷⁹ Kemp replied that, in view of Panakareao's death, he would be able to discourage Pororua from demanding a reserve, but that this would mean that he would expect an additional £50 payment. Kemp added that the fact "that the planting season has already begun..." highlighted the urgency of the situation. Although Tipene's people had previously refrained from planting at Oruru "at Noble's request," there was no guarantee that they would continue to do so after Panakareao's death.⁸⁰

18. Crown Oruru Purchase 1856

McLean, in fact, did not authorise the additional payment to Pororua in advance, but Kemp went ahead and paid it anyway. In his private report of the "final settlement," Kemp revealed that he and White had produced the payment of £350 out of their own funds to ensure that they "finished the thing off while we

⁷⁸ McLean to Kemp 31 July, 29 August 1856, Nos. 14, 16, *ibid.*, pp. 9-10, incl in Docs B20.

⁷⁹ McLean to Kemp 29 Aug. 1856, No. 16, *ibid.*, p. 10, incl. in Docs B20.

⁸⁰ Kemp to McLean 7 Sept. 1856, No. 17, *ibid.*, incl. in Docs B20.

had a chance." This promptness, he said, removed the "expected opposition."⁸¹ In his official report of the settlement, Kemp described how Pororua had held out for a 100 acre reserve "for several days." His people had already begun to cultivate at Oruru, but upon receipt of the additional payment, Pororua withdrew his opposition and agreed to have his people vacate their gardens after harvesting the crops.⁸²

During the negotiations, Puhipi te Ripi, representing Te Rarawa, had even suggested that the Crown purchase Panakareao's reserve, apparently to remove any vestige of favouritism. According to Kemp, Puhipi believed that Oruru should be "left entirely to the Europeans who may be thereby induced to settle in large numbers."⁸³

The deed dated 17 September 1856 was characterised as recording "the final and complete settlement of the Valley of Oruru..." Like all other transactions, it should be examined to see whether all Maori with rights to the land participated, to see whether it clearly described the boundaries of the land, to see whether the payment was adequate and distributed to the appropriate parties, and to see whether Maori understood the full implications of the purchase.⁸⁴

Of the 37 signers of the purchase deed, only seven can be positively identified as signers of the 1839 Ford transaction, supposedly covering the same area. Ngati Kahu, Te Rarawa and Ngapuhi were apparently well represented in the negotiations, although few Kohumaru residents appear to have participated, even though their area was within Ford's boundary. Although the deed

⁸¹ Kemp to McLean 29 Sept. 1856, McLean papers 368.

⁸² Kemp to McLean 29 Sept. 1856, No. 20, AJHR 1861 C-1, p. 12, incl. in Docs B20.

⁸³ Ibid.

⁸⁴ Deeds-No.3, Oruru Valley 17 Sept. 1856, Turton's, pp. 3-4, incl. in Docs B32, pp. 162-3.

referred to Ford's boundary as the purchase boundary, subsequent difficulties in reconstructing this boundary mean that it was probably unclear to many participants, especially since they did not have the benefit of seeing a surveyed plan when they signed (see Boundaries and Surveys section below). The total payment of £350 may have been seen by some Maori as adequate, but the way it was distributed was bound to cause further conflict shortly after the signing.

The most critical aspect of the overall meaning of the deed in English was that of absolute alienation. The entire Oruru Valley, from the source of the river to its mouth was to be "a perpetual possession for the White people for ever and ever." Nonetheless, the deed failed to refer to the status of Panakareao's Oruru reserve. Unless the Crown intended to resume that reserve, it could not say that all Oruru would be "a perpetual possession for White people" only.⁸⁵

19. Boundaries and Surveys

Evidence that a surveyed plan of the 1856 Oruru purchase was not available to the signers of the deed can be found in White's private correspondence with McLean. In a 29 June letter, over 20 months after the signing, White informed McLean that he had just completed the Oruru survey.⁸⁶ The Crown apparently neglected to attach a copy of this plan to the original 1856 deed, because Turton failed to locate it in preparing his published volume of Crown purchase plans during the 1870s.⁸⁷ In the absence of a plan, Maori may have been unsure as to the boundaries of the purchase. This alone casts considerable doubt on whether they

⁸⁵ Ibid.

⁸⁶ White to McLean 29 June 1856, McLean papers 633.

⁸⁷ In a thorough search of the original Crown purchase deeds and plans at the Department of Survey and Land Information in Wellington, I haven't been able to locate White's surveyed plan of Oruru. DOSLI staff, particularly Chris Buckler, have assisted me in this search. Their assistance has been much appreciated.

understood the full implications of the transaction.

Kemp had expressed concern earlier about purchases signed without the benefit of a plan clearly identifying boundaries. He wrote to McLean stating:

Of the importance of surveys, whether as regards the Government, the settlers, or the aboriginal owners, the past present or future dealings with the Natives for land, it would I think be impossible to speak too strongly...hence it is that the greatest care and caution is requisite in fixing the boundaries of such blocks as are now being offered for sale...⁸⁸

McLean fully agreed with Kemp on the necessity of have a surveyed plan completed prior to the completion of purchase negotiations. On 8 September 1856, just prior to the completion of Oruru purchase negotiations, he instructed Kemp:

The boundaries of each block must be carefully perambulated, as well as the reserves for the Natives, and a plan made of the same to be attached to the Deed of Sale before any payment is made to the Natives.⁸⁹

Coincidentally, Kemp expressed complete satisfaction with this instruction in the same private letter he wrote to McLean reporting the Oruru purchase. Without stating why he had not insisted upon White completing his survey prior to the signing of the deed, he wrote:

I am extremely glad to find that the Government contemplate Surveys before payments, nothing can be more satisfactory - hope you will continue to urge it [his emphasis].⁹⁰

McLean soon had ample information that this instruction had not been followed at Oruru. On 12 November 1856, almost two months after the signing of the deed, White reported that he was about to begin the Oruru survey.⁹¹ On 3 June 1857, over 8 months after

⁸⁸ Kemp to McLean 6 April 1856, No. 9 AJHR 1861 C-1, pp. 5-6, incl. in Docs B20.

⁸⁹ McLean to Kemp 8 Sept. 1856, No. 18, *ibid.*, incl. in Docs B20.

⁹⁰ Kemp to McLean 29 Sept. 1856, McLean papers 368.

⁹¹ White to McLean 15 Nov. 1856, *ibid.* 633.

the signing, White told McLean "I have all but completed [the] Oruru [survey]..."⁹² Finally, on 29 June 1858, over 20 months after the signing, White began his private letter to McLean: "I cannot tell you how glad I am to get rid of the Oruru plan...", indicating that he had finally completed the long overdue survey.⁹³

During the 20 months that transpired between the signing of the Oruru deed and the completion of White's survey, Crown officials continued to advocate pre-purchase surveys. Kemp, in early 1857, told McLean that this would deter Maori from having second thoughts about the purchase prior to signing the deed. Kemp also lamented how the absence of surveyed plans complicated the Crown's claim to scrip exchange lands (such as Ford's Oruru claim) which, he said, "form a very large part of the part of the Public Domain."⁹⁴ On the day before White announced the completion of his Oruru survey, McLean instructed Kemp

that every transaction with the Natives for the purchase of land should be so clear, distinct and well understood that no possibility of a question arising in consequence of insufficient surveys should ever exist. The subsequent evils resulting from undefined boundaries are often much greater than the first expense of an accurate survey.⁹⁵

When the Lands and Survey officers working for the Surplus Land Commission attempted to reconstruct the boundaries of the 1856 Crown purchase, they apparently relied on the surveyed plans available for the adjacent Hikurangi, Maungataniwha and Kohumaru blocks. These plans were prepared after White completed the Oruru plan, but there is no guarantee that all the boundary lines were consistent. In fact, White admitted that the Kohumaru and

⁹² White to McLean 3 June 1857, *ibid.*

⁹³ White to McLean 29 June 1858, *ibid.*

⁹⁴ Kemp to McLean 8 Feb. 1857, *ibid.* 368; Kemp to McLean 11 Feb. 1857, No. 30, AJHR 1861 C-1, pp. 16-18, *incl.* in Docs B20.

⁹⁵ McLean to Kemp 28 June 1858, No. 56, *ibid.* *incl.* in Docs B20.

Maungataniwha boundaries "overlap the Oruru block surveyed by me..." when he reported progress in purchase negotiations during September

1858.⁹⁶ This all suggests that the boundary lines were not consistent, and that the SLC reconstruction of them (see Map 6, SLC Oruru boundaries, p. 47) was more like a tidying up exercise than a positive identification of exact boundaries.

20. Continued Dispute 1856-9

The lack of a clear and common understanding of what was involved in the 1856 Oruru purchase contributed to dragging out the dispute. Soon after the signing of the deed, White alleged that local traders, Samuel and Edward Yates, were attempting to sow discord among Maori by telling them that the purchase hadn't been authorised by the Crown. White asked McLean to reassure local chiefs that he and Kemp had acted with the full authority of the Crown.⁹⁷ Although the cause of this side of the dispute is obscure, it appears to have arisen from White's determination to remove all Maori from Oruru, and the desire of the Yates brothers to continue to trade with them.⁹⁸

Specifically, White wanted to remove Panakareao's daughter and her whanau from the Oruru reserve he had granted Panakareao in his 1854 purchase deed. During the 1856 negotiations, Puhipi had agreed to allow the Crown to purchase the reserve, but he evidently hadn't been able to get other chiefs to agree. In December 1856, when White reported that the continued Maori presence at Oruru impeded Pakeha settlement, McLean instructed

⁹⁶ White to Kemp 7 Sept. 1858, encl. in Kemp to McLean 22 Sept. 1858, No. 59, *ibid.* incl. in B20.

⁹⁷ White to McLean 15 Nov. 1856, McLean papers, 633. McLean probably complied with White's request, but he was unwilling to send the chiefs additional payments, as White had recommended. McLean to White 17 Nov. 1856, Maori Affairs records, MA 4/2, p. 120.

⁹⁸ White to McLean 15 Dec. 1856, McLean papers 633.

him:

to notify the parties concerned... that they should move off the land in question in February next [after harvesting their crops], when it can be done without inconvenience or loss.⁹⁹

White, however, failed to persuade the guardian of Panakareao's daughter, Nopera te Puru, to comply with McLean's order to vacate. White advised McLean to write directly to Puru urging him to leave. He feared that if Puru remained at Oruru much longer, he would be joined by Tipene, "a very ambitious young man...likely to embroil himself with the other chiefs..."¹⁰⁰

Meanwhile, Hokianga chiefs with Oruru claims wrote to McLean complaining that they had not been consulted in the 1856 purchase negotiations. White actually supported their claims to an area of 500-600 acres, mostly near Mangonui. He recommended a further £100 payment, and the inclusion of this area in his then uncompleted survey (even though it presumably changed the boundaries described in the deed). He added that although Pororua objected to the Hokianga claims, "the Natives in this district treat his opposition with some contempt."¹⁰¹ To further complicate matters, Tipene complained about not receiving the payment due to him from the Oruru purchase. McLean obviously took this complaint seriously, because he told Kemp that "if any injustice has been done towards him, it must be rectified."¹⁰² The paucity of surviving documentary evidence make it virtually impossible to confirm whether or not the Hokianga claimants and Tipene were paid in full. Nonetheless, it's clear that subsequent

⁹⁹ McLean to White 26 Dec. 1856, MA 4/2, p. 156.

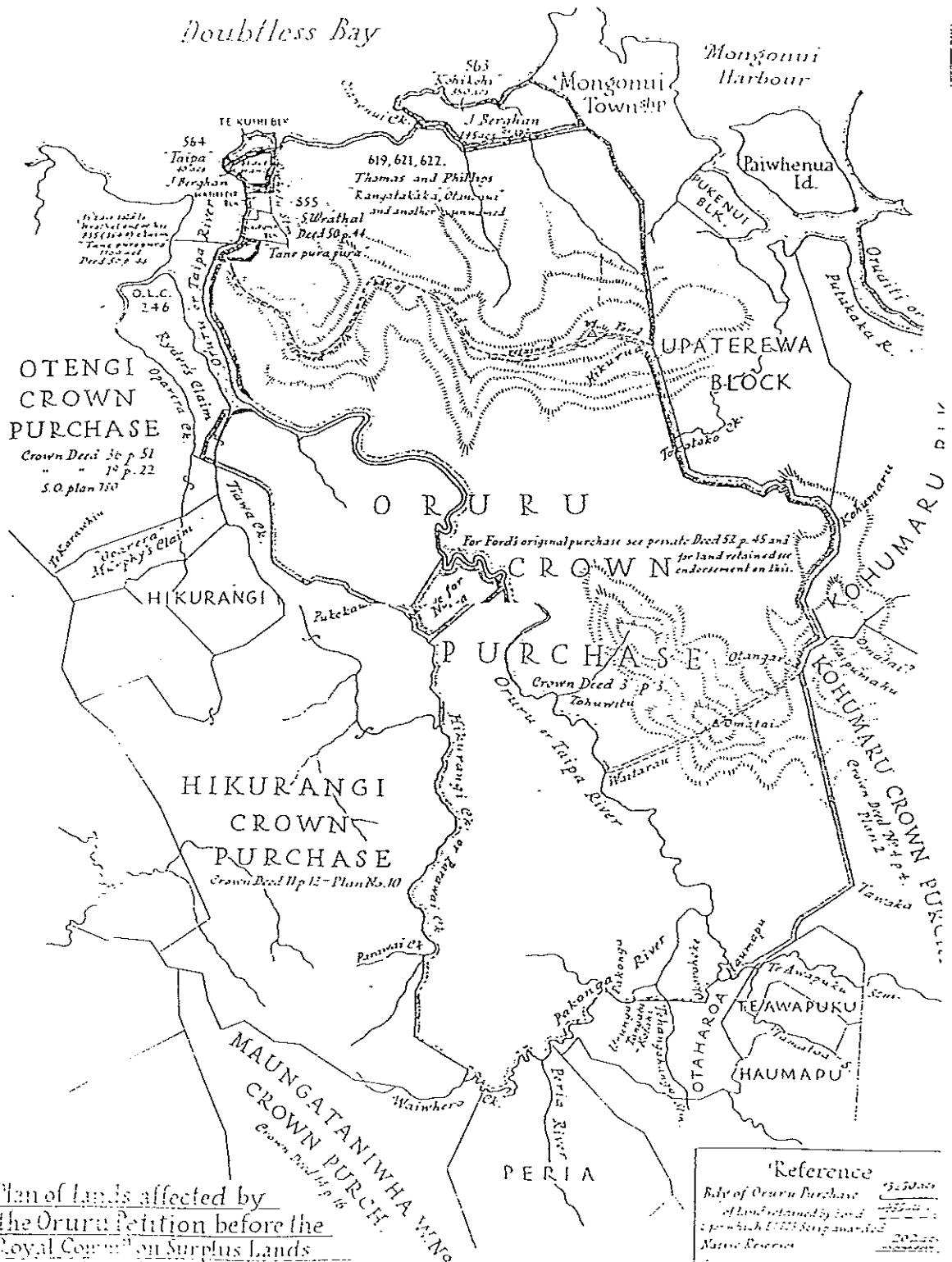
¹⁰⁰ White to McLean 2, 7 March 1857, McLean papers 633. In a post-script to his 9 March letter, White reported that Maori had laid claim to an Oruru settler's pigs, as indicative of the likely trouble to come if they were not removed.

¹⁰¹ White memo nd., encl. in Kemp to McLean 19 March 1857, No. 32, AJHR 1861 C-1, pp. 18-19, incl. in Docs B20.

¹⁰² McLean to Kemp 25 March 1857, *ibid.* p. 19, incl. in Docs B20.

events revealed great dissatisfaction with, and confusion over, the 1856 Oruru purchase.

Map 6
SLC ORURU BOUNDARIES



Throughout 1857-8 White continued to put pressure on Puru to vacate Panakareao's Oruru reserve. Apparently Samuel Yates escorted Puru to Auckland to uphold his right to remain there, while White accused Oruru Maori of "depredations on Europeans...", and Yates of carrying out "a regular Jew[']s trick..."¹⁰³ When Puru applied to the Crown for the right to inherit Panakareao's annuities in late 1857, McLean, after obtaining White's advice, informed him that the Governor would have "to be well assured of a chief's fidelity and good conduct before..." granting Puru his request.¹⁰⁴ White undoubtedly let Puru know that if he did not comply with the Crown's request, he could not expect the Crown to grant his request..

During 1857-8 both Kemp and McLean supported White's attempts to remove Puru and his whanau from Oruru, without effect. Kemp recommended that the Crown purchase Panakareao's reserve, and establish a trust fund (from the proceeds of the resale of the land) to support the welfare of his daughter.¹⁰⁵ In December 1857 McLean informed White that

His Excellency [the Governor] concurs in your suggestion of removing the Natives from the said reserve, if it can be done without hostility, or violence being used towards them.¹⁰⁶

By the end of 1858, however, White had still not succeeded in his persistent efforts to remove Maori from Oruru. Yet again, he complained about the "annoyances the European settlers in the Oruru valley are subjected to by Natives..." Again, McLean authorised him to convey to the Maori involved:

the wish of the Government that they should move off the land in question in February next, when it can be done

¹⁰³ White to McLean 3 June 1857, McLean papers 633.

¹⁰⁴ McLean to White 7 Oct., 4 Dec. 1857, MA 4/2, pp. 183, 188.

¹⁰⁵ Kemp to McLean 12 June 1857, No. 37, AJHR 1861 C-1, p. 21, incl. in Docs B20.

¹⁰⁶ McLean to White 16 Dec. 1857, MA 4/2, p. 191.

without inconvenience or loss.¹⁰⁷

After having supported White in his efforts to remove Maori from Oruru throughout 1857-8, McLean reversed his position in 1859. In August his assistant, Thomas Smith, informed Kemp that the Crown would purchase Panakareao's Oruru reserve only if he could provide it with compelling reasons for doing so. Otherwise, Smith stated, the Crown would take no further action.¹⁰⁸ As a result of this remarkable about-face (which escaped my attention in the preparation of the Preliminary Report), Maori continued to occupy Panakareao's reserve for at least another decade. Oruru Maori may have won a battle, in successfully resisting White's attempts to remove them, but they certainly hadn't won the war to maintain a strong Maori presence there.

21. Adjacent Crown Purchases 1858-9

Since part of the area included in the 1858-9 Otengi and Kohumaru Crown purchases probably fell within Ford's original boundaries, those transactions require brief attention. The February 1858 Otengi purchase (see Map 6, SLC Oruru Boundaries p. 47) apparently shared many of the questionable features of 1856 Oruru purchase. Although White surveyed the area prior to purchase, he included prominently in his survey the boundaries of William Clarke's homestead. White had obviously allowed Clarke to select land there, just as he had encouraged settlers to select land at Oruru, prior to the Crown purchase. Perhaps because of this embarrassing anomaly glaringly evident in the surveyed plan, Turton did not publish it with his official record of Crown purchases.¹⁰⁹

¹⁰⁷ McLean to White 26 Dec. 1858, *ibid.*, p.126

¹⁰⁸ Smith to Kemp 1 Aug. 1859, No. 77, AJHR 1861 C-1, p. 37, incl. in Docs B20.

¹⁰⁹ Deeds-No.36, Otengi Block 3 Feb. 1858, Turton's pp. 51-2, incl. in Docs B32, pp. 210-1. White's surveyed plan of the Otengi/Taipa area is designated SO [Survey office] 797.

Included in the 2,722 acres purchased at Otengi was a 79 acre reserve for Tipene near Taipa called Waimutu. Within a few weeks after the signing of the deed, however, White called upon the Crown to purchase Waimutu.¹¹⁰ Since White had previously had trouble with Tipene in relation to the Oruru purchase and Panakareao's reserve, he undoubtedly wanted to move him out of the area in the same way that he had attempted to move Puru and his whanau in 1856-9. Eventually, in 1864 White succeeded in getting Tipene to sell, thus removing Ngati Kahu from their only remaining land at Taipa, a site of great ancestral significance.¹¹¹

The Kohumaru purchase along the eastern side of Oruru, concluded in August 1859, appears to have been a straightforward enough transaction. Unlike the 1856 Oruru transaction, a surveyed plan of the purchase appears to have been made available to Maori participants, including Pōrorua, before they signed the deed. The only irregularity evident was that the written deed referred to a reserve, the boundaries of which "the map of the Survey hereunto annexed will point out clearly..." Unfortunately, neither the original plan, nor that copied by Turton from it, define the boundaries of this reserve.¹¹² Pororua, to whom Clarke in 1843 had promised a reserve, and who had been denied an Oruru reserve in 1856, may not have been reserved any land, even at Kohumaru where his authority was unquestioned.

22. Bell's Land Claims Commission 1857-62

Throughout Kemp and White's campaign to extinguish all Maori claims in the Oruru area during the 1850s, they were aware of the complications posed by the dormant Pakeha land claims dating back

¹¹⁰ Rogan to Kemp 21 April 1858, No. 50, AJHR 1861 C-1, p. 26, incl. in Docs B20.

¹¹¹ Deeds-No. 19, Waimutu Block 21 Oct. 1864, Turton's, pp. 22-3, incl. in Docs B32, pp.194-6.

¹¹² Deeds-No.4, Upper Kohumaru Block 29 August 1859, Turton's, pp. 4-5, incl. in Docs B32, pp. 163-5.

to the 1830s and 40s. Both Kemp and White assumed that when claimants in the Oruru/Mangonui area exchanged land for scrip, the land became part of the public domain. Kemp relied very much on White's local knowledge of the so-called Old Land Claims. As Kemp put it in an 1856 letter to McLean, White was "intimately acquainted with the Claims both European and Native." ¹¹³ When Kemp heard of Francis Dillon Bell's appointment to investigate the Old Land Claims, he advised McLean that Bell would have to be careful in dealing with possible Maori objections. This was something "...to be guarded against," wrote Kemp, in case it necessitated a further investigation.¹¹⁴

Despite the fact that, according to the Crown, the boundaries of Ford's claim were identical to those of the 1856 Crown purchase, Kemp included it in lists of scrip land he sent McLean in 1857.¹¹⁵ White also reported that within the Oruru/Mangonui scrip exchange area, Maori "claim a great deal of land they have no right to..."¹¹⁶ He obviously shared Kemp's concern that Bell might be stumped by Maori objections to legitimate Pakeha claims. Kemp privately confided in McLean that settler confidence in Northland depended upon Bell upholding the Old Land Claims. Until this happened, he believed, the area would attract no capital and "everything and everybody is at a standstill..."¹¹⁷

Kemp and White's fears that Maori would take advantage of Bell's Commission to object to Pakeha claims (in the same way that they had objected in 1843 before Commissioner Godfrey) proved groundless. When Bell held hearings at Mangonui in October

¹¹³ Kemp to McLean 10 March 1856, McLean papers 368.

¹¹⁴ Kemp to McLean 22 Nov. 1856, *ibid.*

¹¹⁵ Kemp to McLean 11 Feb. 1857, Smith to Kemp 12 June 1857, Nos. 30, 36, AJHR 1861 C-1, pp. 16-18, 20-1.

¹¹⁶ White to McLean 9 March 1857, McLean papers 633.

¹¹⁷ Kemp to McLean 20 Feb. 1859, *ibid.* 368.

1857, very few Maori appeared before him, and he paid little attention to the dormant Oruru claims.¹¹⁸ Neither Stephen Wrathall or William Murphy pursued their Waikainga and Oparera claims. Since Fitzroy had issued Murphy with a Crown Grant in 1844, Bell called it in and cancelled, as he was empowered to do.¹¹⁹ Bell upheld Berghan's Taipa claim which, White assured him, local Maori supported. Consequently Berghan received a 40 acre Crown Grant on the eastern side of the river near its mouth.¹²⁰

Bell's major recommendations on surplus land affected the Oruru area only in the Ryder's Creek area where the Crown claimed 167 acres. He did not pursue the matter of the legal status of scrip exchange lands at Oruru which Kemp claimed were part of the public domain. Finally, he did little to familiarise himself with Godfrey's grounds for recommending scrip exchanges in the Oruru/Mangonui area. He thus failed to understand why Godfrey hadn't followed the standard tripling formula in estimating the amount of scrip offered to claimants. Godfrey refused to triple the value of the declared original payment for the land, because these were almost all uninvestigated and contested claims. Bell simply assumed that Godfrey had mistakenly failed to apply the tripling formula, and he increased his Crown Grant recommendations accordingly.¹²¹ These were matters so technical, however, that Maori were in no position to object.

¹¹⁸ Notes of Various Sittings of the Land Claims Court, Mangonui, 3-6 Oct. 1857, OLC 5/34.

¹¹⁹ Bell's cancellation order 19 Oct. 1857, OLC 848-9, p. 28.

¹²⁰ Notes of Various Sittings...Mangonui, 3-6 Oct. 1857, OLC 5/34; Berghan statement 3 Oct. 1857, SLC File I. p. 24. The only other Crown Grant recommended by Bell in the Oruru area was 120 acres for John Ryder on the western side of the Taipa River.

¹²¹ Bell's report on Berghan's claims 11 Feb. 1858, *ibid.*, pp. 25-8.

23. The Oruru Aftermath 1866-1900

By 1866 Joseph Matthews could report:

Oruru is now nicely settled by Europeans and is the residence of Resident Magistrate W.B. White Esq. who farms his own estate and attends public duties twice a week in Mangonui 5 miles distant.¹²²

The Crown erected a Runanga house on Panakareao's Oruru reserve during the 1860s, perhaps because of its proximity to White's country estate. After selling his Waimutu reserve in 1864, Tipene apparently moved to Panakareao's reserve. He attended the 1869 Native Land Court hearing to reapportion shares in this reserve. At this hearing Panakareao's daughter, Wharo Ngakuku, gave up her share to her stepfather, Tehu Ngawaka of Whangape. Her uncle, Puru, and Tipene retained only a small interest and may have sold it off soon afterwards.¹²³

After 1866, Maori apparently went to church and school at Peria and Parapara, while Pakeha went to church and school in the village of Oruru. Ngati Kahu's identification with Oruru remained strong, however. In 1946 Hoone Tukariri and others petitioned Parliament on behalf of "the Ngatikahu tribe of the Oruru district..." They claimed "that the New Zealand Government confiscated in the Oruru district...15,000 acres in the year 1856 and this confiscation was never inquired into." The Ngati Kahu petitioners therefore called upon the Crown to investigate how it came to acquire Oruru.¹²⁴

24. Surplus Land Commission investigation 1946-8

The 1946 Ngati Kahu petitioners probably referred to the 1856 Crown purchase as confiscation because, after the 1928 Sim

¹²² Matthews to Venn 27 Aug. 1866, CMS/CN 0 61.

¹²³ Native Land Court minute 3 Sept. 1869, SLC File N, p. 33, incl. in App C; Halse to White 14 Sept. 1869, MA 4/64, pp. 656-7.

¹²⁴ Petition No. 69/1946, SLC File N, p. 1, incl. in App C.

Commission on Confiscated Land and other grievances, Maori may have thought that the Crown considered nothing less than confiscation as worthy of investigation. Although the petitioners succeeded in getting Oruru included in the SLC investigation of 1946-8, the confiscation label did not strengthen their case. In preparing a summary of the Oruru documents presented to the Commission, Lands and Survey officers summarily rejected the petitioner's reference to confiscation, stating:

There was no confiscation at any time. The Maori owners sold considerable areas in the vicinity [of Oruru] to early settlers (Land Claimants). The Government acquired the area alleged to have been confiscated by purchase from all tribes claiming ownership, and a considerable area within the purchase was also acquired through Land Claims legislation (see Appendix C: SLC File 0, Oruru Petition, Summary, p. 4).

The officers stating this obviously relied upon the successive 1854 and 1856 Oruru purchases to establish the Crown's title. They failed to identify the "considerable area...also acquired through Land Claims legislation." Furthermore, they failed to state whether this area included any surplus land, the focus of the Commission's investigation.

The fact that Lands and Survey Officers working for the Commission prepared documentary files on the Oruru area indicates that the Crown conducted an investigation into the historical background to petitioner grievances, but this investigation appears to have been hampered in three main respects. Firstly, the Commission apparently chose not to encourage Maori to present oral testimony. Secondly, the Commission's choice as Counsel for Maori did not assist petitioners in preparing their own case, and he did not represent their specific interests in particular areas. Thirdly, the Commission did not appoint a qualified historian to analyse the bulky and often complex documentary evidence. As a result, perhaps, the Commission chose neither to report its findings on the grievances expressed in the Oruru petition, nor to explain why it chose not to report on the substantial Oruru evidence placed before it.

On the question of Maori oral testimony, previous Royal Commissions such as the 1928 Sim Commission gave the SLC plenty of precedents for allowing Maori petitioners to speak for themselves. So intense was the interest of Tai Tokerau Maori in the SLC public hearings which began in 1947, that the Commission agreed to move these hearings from Auckland to Kaikohe after Lou Parore and Anaru Ngawaka requested such a move.¹²⁵ When the Commission arrived in Kaikohe in October 1947, its Chairman Sir Michael Myers stated that "the people whose interests are affected may appear," but the Commission took no steps to encourage petitioners or other Maori to testify. The Commission apparently assumed that HO Cooney, Counsel for Maori, would speak for them.¹²⁶

At Kaikohe, Cooney presented a letter from Maori petitioners requesting that the Commission hear evidence in Mangonui, Kaitaia and Russell, which were nearer the disputed areas. Cooney, however, failed to support this request, saying:

At this stage viva voce evidence in regard to the petitions 100 years after the transaction is practically impossible.

Apart from the petitioner's convenience, and "small questions of dealing with boundaries or description," Cooney saw no reason to obtain on-site testimony.¹²⁷

This suggests that Cooney neither assisted the petitioners in preparing their case, nor saw his role as one of directly representing petitioner groups with specific local grievances. Although he met with petitioner groups in Auckland and Kaikohe, he apparently preferred to present the Maori case in general

¹²⁵ Lou Parore assisted Counsel for Maori during the proceeding, and Anaru Ngawaka represented Te Rarawa in welcoming the Commission to Kaikohe. They wished to have all hearings moved North, but the Commission conducted approximately half its public hearings in Auckland, and half in Kaikohe. SLC Proceedings 25 Feb. 1947, MA 91/2, pp. 10-13.

¹²⁶ Ibid., p.A1.

¹²⁷ Ibid., pp. A3-A4.

terms of equity, rather than in specific local and historical terms. On one occasion he revealed his lack of confidence in petitioner statements that the Oruru area had been wrongly included in the survey of an adjacent area. He stated that it was impossible to determine "what land the Maoris then knew as Oruru" after almost a hundred year lapse.¹²⁸ On another occasion, he admitted that he did not even know the tribal background of the two main groups of petitioners in the Oruru/Mangonui area, when asked about this by the Commission.¹²⁹ All Maori persons from the area present at the hearing could have answered the Commission's question, but their Counsel did not call on them to testify, so they had no opportunity to do so.

Since the Commission failed to retain the services of a qualified historian, Counsel for both Maori and the Crown had a great deal of difficulty with the bulky and complex historical evidence assembled for the Commission. Without any training in the analysis of such evidence, Cooney was forced to do what he could. He identified a few obvious gaps in the evidence, such as the then missing 1840 Magonui purchase deed (which had been misfiled in Internal Affairs records). On the other hand, he failed to identify inconsistencies in the available evidence, such as the Crown basing its 1856 Oruru boundaries on those of Ford's 1839 transaction, despite the fact that these had been substantially reduced in his 1840 transaction (see Map 6, SLC Oruru boundaries, p. 47). Cooney confessed the "grave difficulty" he encountered in making any sense at all out of the "inextricable maze of papers and documents before the Commission..."¹³⁰ The Commission, however, did nothing to overcome this difficulty, and its published report suffered as a result.

In addition to poor historical analysis, the Commission's

¹²⁸ Ibid., pp. D1 -D2.

¹²⁹ Ibid., p. X5.

¹³⁰ Ibid., p. T2.

final report suffered from lack of comprehensiveness. Although the Commission staff investigated the background to the Oruru petition, not a single reference to this appeared in the published report.¹³¹ Admittedly, the Commission's 1946 Warrant did not include the Oruru petition in its Schedule of Petitions, but since the Commission wanted to make its investigation and report as comprehensive as possible, the omission of Oruru is puzzling. At the very least, the Commission should have stated why it chose not to report on Oruru.

Oruru petitioners also had grounds for dissatisfaction over the manner in which the Commission recommended compensation to Maori. The Commission concluded its report by stating there were some transactions involving surplus land in which Maori were entitled to compensation. Unfortunately, it did not identify these transactions, and, instead, with Cooney's support, called for in globo compensation.¹³² This meant that funds were distributed to a Tai Tokerau Trust Board without distinguishing those groups most prejudicially affected. The Oruru petitioners may well have concluded that over a century of their accumulated grievances remained unremedied.

25. Issues Arising from the Evidence

In concluding this historical report, there are number of basic questions or issues arising from the evidence presented.

(i) How adequate were the pre-1840 Pakeha land transactions in the Oruru area in terms of the following standards: sufficiency of Maori representation; clarity of boundary description; adequacy of payment, and; the extent of the Maori understanding of the transaction?

(ii) What was the significance of the Ford transaction of 1840 which modified the terms of his 1839 transaction?

¹³¹ See the petitions report in Report of Surplus Land Commission 18 Oct. 1948, AJHR 1948 G-8, pp. 3-5.

¹³² Ibid., pp. 17-18.

(iii) How adequate were the 1840-1 Crown Mangonui purchases when measured by the same standards applied to pre-1840 land transactions?

(iv) How adequate was Godfrey's investigation into the pre-1840 land transactions in the Oruru area, and how effective were his recommendations in clarifying Maori and Pakeha land rights?

(v) What was the significance of Clarke's attempted settlement of the Oruru dispute in August 1843?

(vi) What was the nature of Panakareao's relationship with the Crown after his return to Oruru in 1846?

(vii) Had the Crown established clear title to land in the Oruru area when White encouraged Pakeha to select homesteads there in 1853?

(viii) How adequate was the 1854 Crown Oruru purchase when measured by the standards applied to other transactions?

(ix) How adequate was the 1856 Crown Oruru purchase when measured by these same standards?

(x) Does evidence that White completed the Oruru survey after the signing of the 1854 and 1856 deeds impair the legal validity of those transactions?

(xi) Were the Crown's attempts to purchase Panakareao's Oruru reserve, and Tipene's Waimutu reserve, consistent with its stated policy of ensuring that Maori retained reserves adequate for the needs of current and future generations?

(xii) How adequate was Bell's investigation of the pre-1840 transactions, and the process by which Godfrey arrived at his 1844 recommendations?

(xiii) Was the Crown's participation in the removal of most Maori from the Oruru area after 1856 consistent with its protective obligations under the terms of the Treaty of Waitangi?

(xiv) How adequate was the Surplus Land Commission's investigation of the background to the 1946 Oruru petition, and how effective were its proposed remedies to Maori grievances?

APPENDIX A

Deeds- No.52, Waioioi, Oruru and Parawai Block

12 November 1839, 5 October 1840

1839.
7 November.
MANGONUI DISTRICT.
TANE PURAPURA.
S. Wrathall.
[1,100 acres.]

Deeds—No. 50.

TANE PURAPURA BLOCK, ORURU, MANGONUI DISTRICT.

Know all men by these presents that we the Native Chiefs of Ododo River, New Zealand on this 7th day of November 1839 we sell and make over unto Stephen Wrathall and Wm. Wright all that piece and parcel of land known by the Native name of Tane Purra Purra according to land marks laid down. Be it further understood and to prevent any misunderstanding or disputes hereafter that we for ourselves heirs and successors have let, sold, and made over unto Stephen Wrathall and Wm. Wright their heirs and successors for ever all rights and titles for ever of the above land.

Receipt.

We the undersigned do acknowledge to have received from Stephen Wrathall and Wm. Wright Two Pounds in money, 3 Blankets 3 Shirts, 50 lbs. Powder, 25 lbs. Tobacco, 14 yards Print, 12 yards Calico and 1 pr. Trowsers as a just and full payment for the above land.

Witness—

Charles Partridge.
Thomas Phillips x his mark.

WARE.

A WIARRA x his mark.
TE TANE X.

1840.
2 April.
Endorsement.

I certify that I give all claims to the land of Tykar unto Stephen Wrathall. Given under our hands this 2nd day of April 1840.

Witness—

George Thomas.
George Bregman.

WILLIAM WRIGHT.

No. 354D.
O.L.C.

A True Copy of Original Deed and Endorsement.

H. HANSON TURTON.

Wellington, 9th August, 1879.

1839.
8 November.
MANGONUI DISTRICT.
OTANENUI.
Thomas and Phillips.

Deeds—No. 51.

OTANENUI BLOCK, DOUBTLESS BAY, MANGONUI DISTRICT.

Know all men by these presents that I a Native Chief of Doubtless Bay and Mongarnui known by the name of Wittirua on the eighth day of November in the year of our Lord 1839 have bequeathed bargained and sold and by these presents do bequeath bargain and sell unto George Thomas and Thomas Phillips of Mongarnui, Doubtless Bay, New Zealand their heirs and executors and assigns for ever all our right title and interest in and unto a piece or parcel of Land with all timber, mines &c. &c. belonging thereto known by the name of O. Tarninui joining a piece of land to the South East purchased by James Burgain and to the Westward by a purchase made by George Thomas and Thomas Phillips. The above piece of land forms a part of a small bay in Doubtless Bay, and extends back according to Native marks one mile more or less. I the said Wittirua in consideration of the sum of Three Pounds (£3) value of goods as follows, viz. 1 pair Blankets, six Shirts, six pair Trowsers do hereby resign all my right title and interest in and unto a piece or parcel of land as above described for myself my heirs and assigns for ever, and yield peaceable possession of the same to the said George Thomas and Thomas Phillips their heirs executors and assigns for ever. And I do hereby acknowledge the receipt of 1 pair Blankets, six Shirts, six pair Trowsers of the said George Thomas and Thomas Phillips as a full and just payment for the above described piece or parcel of land. In Witness whereof I have set my hand and seal in presence of the undersigned Witnesses.

Boundaries.
[100 acres.]
Receipt.

Witness—

Clement Partridge.
Stephen Wrathall.

WITIRUA.

No. 275E.
O.L.C.

A True Copy of Original Deed.

H. HANSON TURTON.

Wellington, 14th March, 1879.

1839.
12 November.
MANGONUI DISTRICT.
WAIIOIOI, ETC.
H. Ford.

Deeds—No. 52.

WAIIOIOI, ORURU, AND PARAWAI BLOCK, MANGONUI DISTRICT.

Kaitiāia Novr. 12, 1839.

WAKARONGO E nga tangata katoa ki tenei pukapuka kua ti hituhia e matou E Nopera Panakareao ma ki tetahi taha, ko te Poari ki tetahi taha, Kua oti tenei pukapuka to tuhituhi i te tekau ma rua o Nowema i te tau o te tatou Ariki o Ihu Karaiti Kotahi mano o waru rau e toru tekau ma iwa (November 12th, 1839). Kua tuhituhi tenei pukapuka E matou e Nopera Panakareao ki tetahi taha, ko te Poari ki tetahi taha hei tino tohu ki a tatou katoa, ki nga tangata katoa ano hoki e kua oti te tuku e matou E Nopera Panakareao ma ki a te Poari tetahi wahi wenua, oti tonu atu, mo nga rakau katoa, me nga aha noa, me nga aha noa katoa e tupu ana i taua wenua, me nga mea katoa o raro o taua wenua. Ko te muinga o taua wenua e rua tekau mano ekara, nui ako ranei nohinohi iho ranei. Ko nga ingoa nui o taua wenua Ko te Waioriori, Ko Oruru, Ko te Parawai.

Ko te kaha o tana wenua ki te Nota Ita ka timata ki Putaka i te moana, ka kake a Tangarua, ka rere a Mangatarata. (Ko to te Nota tenei). Ko te kaha ki te Weta kei Pukekauri, a ka marere ki te Tatatu, ka witi a Popotea, ka marere ki Ngahinekararanga, ki witi ki Otahuhu ka rere ki te Hau o te Kawi. Ko te kaha ki te Hauta ko Pukekauri, a te Parawai (te ngahere kauri hoki), ka rere ki te Upokowatitiri a Tamakahu, ka puta ki te Waiwakaata. Ko te kaha i te Ita, ka rere a te wai Wero, ka puta ki te wai nui o Pakonga, ka witi i te Urunga, ka kake i Tangata-kotahi, ka rere atu kei Paekauri, ka heke a Okorobeke, ka haere i te wai nui o Haumapu, ka puta i Watako, ka rere a te Topari, ka kake a Hapeparetao, ka marere i te Hou o te Tawaka, ka rere Otangaroa, a Waipumahu, a Kohumaru, ka abu ki te Nota, a Hikuru, a Paekotare, a te Rua, ka haere a Tangitepurupuru, ka witi a te Kaunga. Ka haere tonu i te tahataha o te awa o Taipa, a ka kopiko a te Koutu, a te Taupara, ka haere a Mapuna, a Upokotopea a Paraua a Anamatuku, a ka tutaki ki Putaka ki te timatanga o te kaha.

WAIIOIOI, ETC.,
continued.
Boundaries.
[5,000 acres.]

Na, ko nga utu enei mo nga kainga katoa nei: Kotahi rau e waru tekau paraikete, E witu kaho Tupeka, e rua tekau ma wa karane, e ono Arihi, kotahi tekau ma waru Kohue, e toru tekau Hate, e toru tekau tarautete, e toru tekau heu, kotahi tekau ma ono kutikuti, e rua tekau ma wa heru. Ara, ko tona utu, ko to aua mea, e toru rau e toru tekau Pauni moni. A ma te Poari te wenua kua oti te wakarite i tenei pukapuka, mona mo ona tamariki ake ake.

Receipt.

Na, me noho nga tangata o Kohumaru ratou katoa ano ko o ratou tamariki i tana wenua i tetahi wakaturanga a taera noatia tera atu wakaturanga. Aua ia nga tangata o hea noa atu: heoi ano ko o reira tangata ake. Waihoki ko nga tangata o Oruru pu ano te noho i o ratou wahi i runga i tana wenua, i roto ano i nga kaha. Ko te mea maku e tohutohu te wahi e noho ai te tangata maori: a heoi ano te bunga e noho i reira ko te hunga e noho ana i te ritenga o te Karaipeture o Ihu Karaiti.

Resident Natives still to occupy.

- | | |
|-------------------|--------------------|
| Nopera Panakareo. | Reihana Marenui x. |
| Rawiri tiro. | Wiremu Kapa x. |
| Kepa Waha. | Ware x. |
| Morehou. | Mohi Witiuria. |
| Marari. | Ripi. |
| Pana Wakangi. | Mahanga. |
| Poho. | Watene Wera. |
| Uringarara. | Kingi Kohuru. |
| Riki. | Raniera Patuware. |
| Wetekia. | Ihaka Hunapuku. |
| Hahakai Kapahu. | Hira Kuri. |
| Pua Kapahu. | Wiremu Pikahu. |
| Rehi paraoa. | Turau. |
| Pita. | Omerengi. |
| Kauika. | Aperahama More. |
| Tukariri. | Puru x. |
| Ko Pihangu. | Morenga x. |
| Wiremu Makiri. | Ahuahu x. |
| Matiu Puwai. | Huhu x. |
| Ibaia Hau. | Waitaha x. |
| Hemi Pari. | Paratene Hamu. |
| Kiripoka. | Karuwero. |
| Hamuera Toromai. | Takamoana. |
| Hohepa Kiwa. | Tamati Pawau. |
| Tana Pokaia. | Taha. |
| Matiu Puke. | |

See also plan (nine)

Kai titiro—
Wm. G. Puckey. 26
Joseph Matthews.
Rd. Matthews.

ENDORSEMENT.

SURRENDER OF CERTAIN LANDS TO ORIGINAL OWNERS, ETC.

1840.
5 October.

KUA wakaae matou katoa ko o matou ingoa kei tpa i tenei pukapuka me te Poari, kua oti te wakaboki mo nga tangata maori nga wahi katoa o roto i te pukapuka nei, me kapi mo te Poari anake ratou ko ona tamariki nga wahi i roto i te tuhituhinga i raro tata nei; koia anei ko nga kaha. Ko te timatanga tenei o te kaha, ko Tangi-te-purupuru—ka rere tonu atu i roto i te Wainui o Oruru—a te Atua Komuhumuhu—a te Punga, ka rere atu i te tahataha o te Wainui, ka haere atu Huruneke, ka rere Pukawakawa, te Rere e waiho ana i roto i te wainui ano, ka rere atu te tou o Witi o Waitarau; ko te taba ki te Weta—tenei, ka wakapikia i konei, ka anga atu ki te Ita, ka rere a Matai, ka rere atu Ritoma te Tikaponga, ka rere atu Tokotoko a ko te Hauta tenei ka rere atu Kai Wetu Paekotare, ka rere Pekehohora, te Rua, ka rere atu te Ikatiwitiwa, e haere tonu ana i te io nui o runga atu, taka nou ki Tangi te Purupuru, ka tutaki ki te kaha: kei te Nota tenei. Kua hoatu tenei kainga e Nopera Panakareao ki a te Poari me nga mea katoa o tana wenua, nga rakau nga otaota me nga mea katoa o raro o tana wenua mo te Poari, me ana tamariki ake ake ake. No te rima o nga ra o Oketopa 1840 i tuhia tenei pukapuka.

Lands given up to
S. H. Ford.
Boundaries.

Kai Titiro—
Reihana Morenui.

Kai tuku—
NOPERA PANAKAREAO.



1839.
12 November.

MANGONUI
DISTRICT.

WAIIOIOI, ETC.
S. H. Ford.

Boundaries.
[5,000 acres.]

Receipt.

Resident Natives still
to occupy.

TRANSLATION.

Kaitiā, Novr. 12. 1839.

LISTEN all people to this Book which we Noble Panakareao have written, on the one side, and Mr. Ford on the other side. This Book was written on the 12th of November in the year of Lord Jesus Christ One thousand Eight hundred and thirty-nine. This Book is written by us Noble Panakareao on the one part, on the other part by Mr. Ford as a true sign to us all, as also to all people that we Noble Panakareao have let go to Mr. Ford a portion of land to be his for ever. All the Woods and all things whatsoever growing on the said land and all things beneath the said land. The extent of the said land, Twenty thousand acres more or less. The great names of the said place (or land) are Waiioioi, Oruru, and Parawai.

The boundaries of the said Land to the North East begin at Pataka on the sea, ascending to Tanguru, and then going to Mangatarata (this is the North). The boundary to the West is at Pukewau, and descending at Tatatu crossing over to Popotea descending to Ngahinekaraanga, crossing over to Otāhuhu and going to the Hau of the Kawiū. The boundary to the South is Puckauerē as far as Parawai, (The Kauri Woods also), and going to the Upokowatiūiri as far as Tamakaha and arriving at the Waiwakaata. The boundary to the East, and going to the Waiwero, arriving at the great water of Pakonga, crossing over to the Urunga, ascending at Tangata Kotahi, and going up to Paekauri, descending at Okoroheke following the great river to Haumapu and coming out at Watakao, going to Topari, ascending at Hapeparetao and descending at the Hou arriving at Tawaka, and going to Otangaroa as far as Waipumahu up to Kohumaru. It then bears to the Northward as far as Hikurua and Paekotare and on to the Rua: it then goes to Tangitepurupuru crossing over to the Kaunga, following the banks of the River to Taipa and then bending to the Koutu as far as the Taupara, it then goes to Māpuna, Upokotopea, Paraua and Anamatuku, meeting at Putaka at the beginning of the boundary line.

These are the payments for all these places: One hundred and eighty Blankets, Seven Casks Tobacco, Twenty-four Hoes, Six Adzes, Eighteen Iron Pois, Thirty Shirts, Thirty Trowsers, Thirty Razors Sixteen Scissors, Twenty-four Combs. That is, its payment in value was £320. Three hundred and twenty Pounds of money. And the land made out by this book is for Mr. Ford, for his children for ever and ever.

The people of Kohumaru with their children may sit upon this place from this generation to another: but not the people of other parts: those of the place only. Also the people of Oruru may sit upon their places on the said land within the boundary. But for me to point out the sitting places for the Natives; and those only shall be there who follow the directions of the Scripture of Jesus Christ.

[Witnesses.]

[Signatures.]

1840.
5 October.

Surrender of block
to Native owners.
Cession of other
lands.
Boundaries.

ENDORSEMENT.

WE Noble Panakareao and others whose names are affixed to this Deed of Land on the back of this, in conjunction with Mr. Ford have all of us agreed that all the land therein mentioned shall go back to the Natives excepting that expressed in the present writing which shall belong exclusively to Mr. Ford and his heirs. Lo, these are the Boundaries: Commencing at the Tangi te purupuru, running along the Oruru river to the Atua Komuhumu right to the Punga; continuing along the side of the river right to Huruneke, to Pukawakawa, to the Rere, still continuing along the stream straight to the Tou o Witi, to Waitaranu; this is the Western boundary. Rising the ridge here and running to Omatar in an Easterly direction and going to Ritomo to Tiki Ponga, running to Tokotoko; this is the Southern boundary. Continuing to Kai Welu to Paekotare, running to Pekebhora to the Rua; running to the Ikatiriri, continuing along the large ridge above until it arrives at the Tangi te Purupuru the first boundary; this is the Northern boundary.

Noble Panakareao has sold this land to Mr. Ford and his heirs for ever and ever. This was written on the 5th day of October in the year of our Lord, 1840.

[Witness.]

[Signature.]

True Translation.

H. TACY KEMP.

1844.
10 March.

Commissioner's
report.

EXTRACT FROM COMMISSIONER'S REPORT.

THE right of Nopera Panakareao to alienate this land has been contested by the chief Pororua, his tribe living thereon. In consequence of the violence of this dispute, the examination of this Claim was not proceeded with. The Claimant having stated his desire to cede any title he may possess to this purchase to the Government for a compensation in land, at the rate of seven shillings and eightpence per acre, upon the amount of his expenditure of £220.7.0, the Commissioner therefore respectfully recommends that a Grant for 575 acres should be issued to Samuel H. Ford, his heirs and assigns for ever, excepting 100 feet from high-water mark, upon his surrendering the original deeds of purchase for the above-described land to the Government.

EDWARD L. GODFREY,
Commissioner.

Bay of Islands, 10th March, 1844.

APPENDIX B
List of Boundary Points in the Ford Deeds
1839-40

1839 Oruru deed
List of Boundary
Points

North

1. Putaka
2. Tanguru
3. Mangatarata

West

4. Pukewau
5. Tatatu
6. Popotea
7. Ngahinekararanga
8. Otahuhu
9. Hau of the Kawiu

South

10. Pukekauere
11. Parawai
12. Upokowatitiu
13. Tamakahu
14. Waiwakaata

East

15. Waiwero
16. Pakonga
17. Urunga
18. Tangata Kotahi
19. Paekauri
20. Okoroheke
21. Haumapu
22. Watakao
23. Topari
24. Hapeparetao
25. Hou at Tawaka
26. Otangaroa [Matai]
27. Waipumahu
28. Kohumaru
29. Hikurua
30. Paekotare
31. Rua
32. Tangitepurapura
33. the Kaunga
34. Koutu
35. Taupara
36. Mapuna
37. Upokotopea
38. Paraua
39. Anamatuku

1840 Oruru deed
List of Boundary
Points

West

- (a) Tangitepurapura
- (b) Atua Komuhumuhu
- (c) Punga
- (d) Huruneke
- (e) Pukawakaw
- (f) Rere
- (g) Tou o Witi
- (h) Waitarau

South

- (i) Omatai
- (j) Ritomo
- (k) Tiki Ponga
- (l) Tokotoko

North

- (m) Kai Wetu
- (n) Paekotare
- (o) Pekehohora
- (p) Rua
- (q) Ikatiritiri

APPENDIX C

SLC File N

Oruru Petition

Sir M. Myers
Chairman

Claims	563-564	Bergham & Devereux 2
"	619,621,622	Thomas & Phillips Devereux 2
"	704	Ford Devereux 4
"	855	Wraithall Devereux 4

Oruru Petition
General File

File N

I N D E X

ORURU PETITION.

Page	Date	Subject
1	1946	Petition
2-4	-	Summary
5	-	Plan
6-7	12.11.1839	Deed: Waioioi, Oruru and Porawai
7	5.10.1840	Endorsement on Deed
7	10. 3.1844	Extract from Commr. Godfrey's report
8	28. 5.1841	Deed; interests of Pororua in land sold by Nopera acquired by Crown
9-10	24. 6.1840	Proclamation re purchase by Crown
11-12	15. 1.1843	Commr. Godfrey reporting quarrel between Nopera and Pororua
13-14	10. 2.1843	Commr. Godfrey; opposition by Nopera and Pororua
15-16	3. 7.1854	W.B. White; forwarding Deed Receipt
17	3. 7.1854	Deed Receipt (Nopera's claims)
18-19	23. 2.1855	J.G. Johnson; recommending payments to Pororua, Tipene and Pohipi
20	4. 5.1855	Kemp; reporting on claims of Tipene
21-22	12. 4.1856	Kemp; urging settlement of Maori claims
23	6. 2.1856	Letter from Maori claimants enclosed with Kemp's letter
24	25. 6.1856	W.B. White urging settlement Maori claims
25	29. 8.1856	Chief Commr. McLean re payments to Maori claimants
26	7. 9.1856	Kemp; requesting further monies for Maori payments.
27	29. 9.1856	Kemp; reporting final settlement of all claims to Oruru
28-29	17. 9.1856	Deed; Oruru finally and fully conveyed to Crown
30	11.12.1856	Chief Commr. McLean to Kemp, reporting certain chiefs requesting further payment
31	12. 6.1857	Kemp recommending purchase of Nopera's reserve
32	1. 8.1857	T.H. Smith re purchase of Nopera's reserve
33	3. 9.1869	Investigation of title; Nopera's reserve

COPIED FROM FILE 20/210.

PETITION NO. 69/1946

T.P. PAIKEA.

TO THE HONOURABLE THE SPEAKER AND HONOURABLE MEMBERS OF THE
HOUSE OF REPRESENTATIVES IN PARLIAMENT ASSEMBLED.

GREETINGS.

Your humble petitioners are aboriginal Maoris of New Zealand of the Ngatikahu tribe of the Oruru District residing in the North Island of New Zealand.

Showeth as follows:

- (1) That the New Zealand Government confiscated in the Oruru district of Maunganui, Auckland Land District 15,000 acres in the year 1856 and that this confiscation was never inquired into.
- (2) In the year 1928 a Royal Commission was set up, the Sim-Read Commission of 1928 to enquire into the matter of the confiscation of Native land in Taranaki and elsewhere. The finding of that Commission was that six hundred thousand acres were returned.
- (3) Now the time has fully come for the Government to enquire into the North Island confiscated land, therefore your humble petitioners pray that a Royal Commission be set up.

Hoone P.H. Tukariri.

ORURU PETITION 69/1946

LODGED BY HOONE P.H. TUKARIRI

12/11/39
Turton's Private Purchases
No. 52, p.44.

Enclosure to above Deed
5/10/40

Turton's Maori Deeds,
Vol.1, Deed 1, p.1.
28/5/41

Turton's Epitome
Sec. B. p.6 No.14.
Sec. B. p.6 No. 15
15/1/43
10/2/43

Ford's Claim investigated
by Commr. Godfrey
10/3/44

Governor Fitzroy's
award.
20/5/44

Letter from W.B. White
Resident Magistrate
forwarding Deed Receipts.
See Turton's Maori Deeds.
Deed Receipt No. 1, p.715.
3/7/54.

Turton's Epitome.
Sec. C. No.1, p.1.
Commr. Johnson reporting
on Native Claims to Oruru.
23/2/55

Sec. C. No.2, p.2.
4/5/55

Purchase by S.H. Ford of Waiioi,
Oruru, and Parawai Blocks - Estimated
area 20,000 acres. Area taken out
by planimeter = 13,250 acres approx.

Surrender to the vendors of the area
purchased except that portion set out
in Deed of Endorsement.

Purchase by Crown of Pororua's in-
terests in land sold to the Crown by
Nopera in August 1840.

Commissioner Godfrey reports a quarrel
between Nopera Panakareao of the
Rarawa tribe and Pororua of the
Ngapuhi tribe as to the ownership of
the lands in the Oruru Valley and near
Mangonui which have already been sold
to Dr. Ford and other Europeans.
Adjudication of claims left in abeyance
as a consequence of the dispute.

Supposed contents 5000 acres: Price paid
upon investigation £220.7.0 in Goods -
Sydney Prices. Sale disputed by
Pororua who claimed Nopera had no right
to sell this land. In consequence of
the violence of this dispute the ex-
amination of this claim was not proceeded
with. The claimant stated his desire
to cede his right and title to the
Government for compensation in land
elsewhere. The Commissioner awarded
575 acres elsewhere on the amount of
claimant's expenditure.

Governor Fitzroy on the above-mentioned
terms awarded Ford 1725 acres or £1725
Land Credit.

W.B.White reports having taken upon
himself the responsibility of settling
the Native claims to the land at
Oruru by payment to Nopera of £100 and
a promise of 100 acres of land. Re-
ceipt by Nopera for £100 on the under-
standing that he receive the 100 acres
of land as soon as can be surveyed.

Commissioner Johnson gives outline of
the position and reports that the re-
turn of Nopera to Oruru complicates
Native difficulties - recommends that,
as was done in the case of Nopera, the
interests of Pororua and of the Chief
Tipene who has now headed a third party
be settled. Also the liquidation of
the claims of the Chief Pohipi who has
advanced claims.

^{Kemp}
Commissioner Johnson reports on the
claims of Tipene who represents his
claim to be nearly the equal of
Pororua.

Turton's Epitome.
Sec. C. No. 5, p. 3.
12/4/56

Commissioner Kemp urges the settling of the claims of Pororua for £200 and of Tipene for £150 - a total of £350. States it would be advisable not to give Pororua land here as it would bring two opposing chiefs into collision.

Sec. C. No. 6, p. 4
25/6/56

W.B. White, Resident Magistrate, also urges settlement of the claims of Pororua and Tipene.

Sec. C. No. 8, p. 5.
Chief Commr. D. McLean
to Commr. Kemp.
29/8/56

Informing Commissioner Kemp that the Governor has authorized payment in settlement of the outstanding Native claims at Oruru, and making recommendations.

Sec. C. No. 10, p. 6.
Commr. Kemp to the
Chief Commr.
29/9/56

Commissioner Kemp reports the final settlement of all the claims to Oruru and to the satisfaction of the whole of the Natives concerned, who agreed to accept the sum of £350 in full compensation for their claims to the Oruru Valley.

Turton's Maori Deeds
Vol. 1 Deed 3, p. 3.
17/9/56.

Deed under which the final and complete settlement of the Valley of Oruru is made, and conveyed to the Government, the boundaries being more particularly described in the Deed of Sale originally made to Dr. Ford, and including the area for which the Crown awarded Ford Land Credit for £1725.

Turton's Epitome.
Sec. C. No. 13, p. 7
12/6/57

Commissioner Kemp recommends the purchase of Noble's Reserve to avoid any annoyance between the settlers and the Natives.

Sec. C. No. 20, p. 11
1/8/57

Assistant Native Secretary to Commissioner Kemp informing him that the Governor is not at present prepared to authorize the proposed purchase.

Northern Minute Book No. 1.
Investigation of Title,
Noble's Reserve.
3/9/69

Plan was prepared (1528 N.L.C.) showing two areas of 180 acres and 22 acres and placed on two certificates of title - date 27/11/69.

Turton's Private Purchases.
Deed 50, p. 44.
"Tane Purapura"
Claim 855.

On the coastal portion of the Oruru Block purchases were made by other Europeans:- S. Wrathall - supposed contents 1100acs. Wrathall had six claims - the supposed contents amounting to 9800 acs. - for which he received £640 Land Credit upon surrender of all his title and deeds to the Government but only the "Tane purapura" claim comes within the Oruru Block.

Turton's Private Purchases.
Deed 46, p. 42
Claim 621

Thomas and Phillips.
"Rangatakataka" - supposed contents,
600 acres.

Turton's Private Purchases
Deed 51. p. 44.
Claim 622

Thomas and Phillips.
"Otanenui" - supposed contents 100 acres.

Turton's Private Purchases
Part 111.
Claims to be investigated
P.594. Claim 619 (279 B)

Thomas and Phillips.
"Fronting salt water in Doubtless Bay" --
supposed contents 600 acres.
Thomas and Phillips had in all seven
claims totalling 3750 acres supposedly
and for which land credit for £757 was
awarded. The three above-mentioned
claims come within the Crown's Oruru
purchase.

The petitioner claims his right as a
member of the Ngatikahu tribe, who
were represented by Tipene - Tipene
signed the Deed of purchase to the
Crown. The petitioner states the
Government confiscated 15,000 acres in
1856. There was no confiscation
at any time. The Maori owners sold
considerable areas in the vicinity to
early settlers (Land Claimants). The
Government acquired the area alleged
to have been confiscated, by purchase
from all tribes claiming ownership,
and a considerable area within the
purchase was also acquired through
Land Claims Legislation.

Approximate area of Oruru Crown Purchase (by planimeter)		13,250. 0. 00
Area set aside for Nopera		202. 0. 00
		<u>13,048. 0. 00</u>
Te Kuiti Block	34.0.00	} Reverted to Maoris
Ikatiritiri Block	19.2.16	
Waipuna Block	36.0.00	
		<u>89. 2. 16</u>
Area acquired by the Crown:		<u>12,958. 1. 34</u>
Approximate area retained by Ford and for which £1725 Land Credit was awarded:		4,955. 0. 00

Copied from Turton's Private Purchases.

DEED NO. 52, p.44.

TRANSEATION

WAIIOIOI, ORURU, AND PARAWAI BLOCK, MANGONUI DISTRICT.

Kaitaia. Novr. 12th 1839.

LISTEN all people to this Book which we Noble Panakareao have written, on the one side, and Mr. Ford on the other side. This Book was written on the 12th of November in the year of Lord Jesus Christ One thousand Eight hundred and thirty-nine. This Book is written by us Noble Panakareao on the one part, on the other part by Mr. Ford as a true sign to us all, as also to all people that we Noble Panakareao have let go to Mr. Ford a portion of land to be his for ever. All the Woods and all things whatsoever growing on the said land and all things beneath the said land. The extent of the said land, Twenty thousand acres more or less. The great names of the said place (or land) are Waiioioi, Oruru, and Parawai.

The boundaries of the said land to the North East begin at Pataka on the sea, ascending to Tanguru, and then going to Mangatarata (this is the North). The boundary to the West is at Pukewau, and descending at Tatatu crossing over to Popotea descending to Ngahinekararanga, crossing over to Otahuhu and going to the Hau of the Kawiu. The boundary to the south is Pukekauere as far as Parawai, (the Kauri Woods also), and going to the Upokowatitiri as far as Tamakahu and arriving at the Waiwakaata. The boundary to the East, and going to the Waiwero, arriving at the great water of Pakonga, crossing over to the Urunga, ascending at Tangata Kotahi, and going up to Paekauri, descending at Okoroheke following the great river to Haumapu and coming out at Watakao, going to Topari, ascending at Hapeparetao and descending at the Hou arriving at Tawaka, and going to Otangaroa as far as Waipumahu up to Kohumaru. It then bears to the Northward as far as Hikurua and Paekotare and on to the Rua; it then goes to Tangitepurupuru crossing over to the Kaunga, following the banks of the River to Taipa and then bending to the Koutu as far as the Taupara, it then goes to Mapuna, Upokotopea, Paraua and Anamatuku, meeting at Putaka at the beginning of the boundary line.

These are the payments for all these places: One hundred and eighty Blankets, Seven Casks Tobacco, Twenty-four Hoes, Six Adzes, Eighteen Iron Pots, Thirty Shirts, Thirty Trowsers, Thirty Razors Sixteen Scissors, Twenty-four Combs. That is, its payment in value was £320. Three hundred and twenty Pounds of money. And the land made out by this book is for Mr. Ford, for his children for ever and ever.

The people of Kohumaru with their children may sit upon this place from this generation to another; but not the people of other parts; those of the place only. Also the people of Oruru may sit upon their places on the said land within the boundary. But for me to point out the sitting places for the Natives; and those only shall be there who follow the directions of the Scripture of Jesus Christ.

Nopera Panakareo
Rawiri tiro
Kepa Waha
Morehou
Marari
Pana Wakangi
Poho
Uringarara
Riki

Reihana Marenui x.
Wiremu Kapa x.
Ware x.
Mohi Witirua
Ripi
Mahunga
Watene Wera
ning Kohuru
Rauiera Patuware

Wetekia	Ihaka Hunapuku
Hahakai Kapahu	Hira Kuri
Puia Kapahu	Wiremu Pikahu
Rehi paraoa	Turau
Pita	Omerengi
Kauika	Aperahama More
Tukariri	Puru X
Ko Pihangu	Morenga x
Wiremu Makiri	Ahuahu x
Matiu Puwai	Huhu x
Ihaia Hau	Waitaha x
Hemi Pari	Paratene Hamu
Kiripoka	Karuvero
Hamuera Toromai	Takamoana
Hohepa Kiwa	Tamati Pawau
Tana Pokaia	Taha
Matiu Puke	

Witnesses: Wm. G. Puckey
Joseph Matthews
Rd. Matthews

ENDORSEMENT.

We Noble Panakareao and others whose names are affixed to this Deed of Land on the back of this, in conjunction with Mr. Ford have all of us agreed that all the land therein mentioned shall go back to the Natives excepting that expressed in the present writing which shall belong exclusively to Mr. Ford and his heirs. Lo, these are the Boundaries. Commencing at the Tangi te purupuru, running along the Oruru River to the Atua Komuhumu right to the Punga; continuing along the side of the river right to Huruneke, to Pukawakawa, to the Rere, still continuing along the stream straight to the Tou o Witi, to Waitarau; this is the Western boundary. Rising the ridge here and running to Omatai in an Easterly direction and going to Ritomo to Tiki Ponga, running to Tokotoko; this is the Southern boundary. Continuing to Kai Wetu to Paekotare, running to Pekehohora to the Rua; running to the Ikatiritiri, continuing along the large ridge above until it arrives at the Tangi te Purupuru the first boundary; this is the Northern boundary.

Noble Panakareao has sold this land to Mr. Ford and his heirs for ever and ever. This was written on the 5th day of October in the year of Our Lora, 1840.

Witness: REIHAMA MORENUI. (signature) NOPERA PANAKAREAO.

True Translation.
H. TACY KEMP.

EXTRACT FROM COMMISSIONER'S REPORT.

The right of Nopera Panakareao to alienate this land has been contested by the Chief Pororua, his tribe living thereon. In consequence of the violence of this dispute, the examination of this Claim was not proceeded with. The Claimant having stated his desire to cede any title he may possess to this purchase to the Government for a compensation in land, at the rate of seven shillings and eightpence per acre, upon the amount of his expenditure of £220.7.0, the Commissioner therefore respectfully recommends that a Grant for 575 acres should be issued to Samuel H. Ford, his heirs and assigns for ever, excepting 100 feet from high-water mark, upon his surrendering the original deeds of purchase for the above-described land to the Government.

Bay of Islands, 10th March 1844.

EDWARD L. GODFREY, Commr.

Minute: Upon the above-mentioned terms I award to Samuel H. Ford seventeen hundred and twenty-five acres (or \$1,725) land credit at the Treasury.

ROBERT FITZROY.

A true copy of Original Deeds, Translations and Commissioner's Report.
Wellington.
25th April, 1879.

H. HANSON TURTON.

INTERESTS OF PORORUA AND TRIBE IN LAND SOLD BY
HOPERA, MANGONUI DISTRICT

TRANSLATION

1841
28 May

CHIEF
PORORUA'S
INTERESTS

In Block
sold by
Hopera in
1840

Receipt
for
£100 &c.

This Book declares and says that Pororua chief of Mangonui does sell and give up to George Clarke Esquire Chief Protector of Aborigines for the Queen of England her Heirs and Successors for ever all his part and that of his tribe in the Land which is mentioned and lies written in the book which sells the land of Hopera Panekareao to George Clarke which was written in the month of August in the year of Our Lord One thousand eight hundred and forty. I have received the under-mentioned articles as consideration and payment for the said Land--Witness my name and signature on this twenty-eighth day of May in the year of our Lord one thousand eight hundred and forty-one £--(£100) One hundred Pounds in specie--one Horse, one cloak and one saddle and bridle.

(Signed) PORORUA
Chief of Oruru.

Witnesses--

(sgd) George Cooper, Treasurer
Wireau Hoete
William L. Standinger

Signed GEORGE CLARKE,
Chief Protector of Aborigines

I certify that the above is a true Translation of the original.

GEORGE CLARKE, Junr.

A true copy of Original Deed and Translation.

H. HANSON TURTON

WELLINGTON, Sept. 7th, 1874.

COPY

OTAGO UNIVERSITY LIBRARY.

5th December, 1946.

Chief Surveyor,
Department of Lands & Survey,
P.O.Box 2205,
AUCKLAND.

Dear Sir,

In reply to your letter of the 29th November, enclosed is a copy of the proclamation referring to the purchase of the land of Mangonui for the Crown. The area was proclaimed in the N.Z. Advertiser and Bay of Islands Gazette July 2nd, 1840, and then again in the same paper a week later, July 9th, 1840.

Yours faithfully,

JOHN HARRIS
Librarian
per: Jean M.Gill

Encl :

20/210

THE GAZETTE

The Lieutenant Governor desires it to be notified that the Lands of Mangonui have been purchased for Her Majesty the Queen and he therefore cautions the Public against building, cutting timber, or trespassing thereon.

Those persons who may have established themselves on these lands either by building, or enclosing grounds for cultivation, will be permitted to hold such tenements or lands undisturbed until the Commission to be hereafter appointed shall decide upon the rights of the respective parties.

All who desire the privilege of cutting down timber on the said lands, may obtain permission for a limited period from the Lieutenant Governor on payment of a small fee by way of acknowledgement.

Given at Mangonui, this 24th day of June, 1840.

By His Excellency's Command,

JOHN JOHNSON, J.P.
Acting Police Magistrate.

EXTRACT FROM TURTON'S EPITOME OF OFFICIAL
DOCUMENTS ETC.

B. No. 14 - Page 6

Colonel Godfrey, Land Claims Commissioner, to the Hon. the
Colonial Secretary.

Doubtless Bay - Disputed Native Land Claims.

Mangonui, 15th January, 1843.

Air,

I have the honour to acquaint you, for the information of His Excellency the Officer Administering the Government, that, upon my arrival here on the 6th instant to investigate the claims to grants of land in this neighbourhood, I found the Native chief Nopera, with upwards of two hundred and fifty of his tribe, awaiting my arrival in order to dispute and resist all the purchases, or pretended purchases, in or about Doubtless Bay that were not derived from him. Pororua established himself here with his tribe two days afterwards, supported by the Whangaroa Natives under Ururoa.

Upon my opening the Court and commencing the examination of certain sales of land made by Pororua (or Wharekauri) and others, Nopera entered and declared as follows:-

1. He opposes all the purchases of land not made from himself at Mangonui.
2. That he had a priority of right over all the land in the neighbourhood of Doubtless Bay, and denies the right of any other party to sell any land there without his sanction and ratification, which, however, had not been obtained in any case except in Captain Butler's purchase, which consequently was the only one he would allow of.
3. That he considered the trifling property and cash given to him in 1840 by the Government for the lands in Doubtless Bay was only an earnest of what he was to receive for these lands, Pororua having received as much, although he had disposed of his rights to, and received payment from, the settlers. This purchase by the Government not having been completed according to his view of the matter, he thinks that the amount he has already received is only a fair equivalent for the feast given by him at Kaitaia upon the late Governor's arrival there.

He (Nopera) promises that the settlers at Mangonui shall remain unmolested and be permitted to occupy "the spots they reside on, with any cultivation attached," until the whole matter is arranged; and this license he considers an ample compensation to Pororua, &c., for any rights they might have had to the lands; that he would not now relinquish his right over these lands either to the settlers or to the Government for any consideration that could be offered, but that he will maintain his right to the lands *vi et armis*.

The adverse tribes have opposed the sales made by Nopera to Dr. Ford and the Rev. Mr. Taylor, and with more show of justice, because these lands have been their dwelling-places for very many years.

I proposed divers modes of arranging their differences to these chiefs, but without effect, Nopera being the most determined in resistance. He considers that the offer, as he calls it, of the Government in 1840 to purchase his rights over the heads of the Europeans already settled upon these lands was an absolute confirmation and admission of his title.

The two parties mustered upwards of four hundred fighting men, were fully armed, with abundance of ammunition, and their muskets loaded with ball-cartridge. Each party danced the war-dance, and

was heranged by its respective chiefs, and at one time it appeared very probable that they would have come to blows before me.

I have frequently visited Nopera since in the hope of finding him in a more tractable disposition, but hitherto he has not given way in the least. I intend to proceed to Kaitais in a few days to investigate the claims not disputed by these parties there, and shall endeavour to bring Nopera to terms during my stay there; but my hopes of being successful are very faint.

I have, &c.,
EDWARD L. GODFREY,
Commissioner.

The Hon. the Colonial Secretary.

COPIED FROM EPITOME OF OFFICIAL DOCUMENTS RELATIVE TO
NATIVE AFFAIRS AND LAND PURCHASES IN THE NORTH ISLAND.

NO. 15, B. — PAGE 7

MR. COMMISSIONER GODFREY TO THE HON. THE COLONIAL SECRETARY

Doubtless Bay-Land Claims Dispute
continued.

MANGONUI. 10th February, 1843.

Sir.-

Referring to my letter of the 15th ultimo upon the subject of the disputed Native titles which prevented my investigation of the claims to land at Mangonui, I have the honour to acquaint you, for the information of His Excellency the Officer Administering the Government, that I hoped to have brought Nopera to more reasonable views in the affair, by obtaining from him an admission of the sales understood to have been made by him and Pororua of these identical lands to the Government in 1840; but there appears to have been so strange a misunderstanding altogether with respect to this purchase that its assertion was of no benefit to me in the dispute, for Pororua had previously sold nearly every foot of land at Mangonui to individual Europeans, and Nopera most stoutly denies that he ever parted with his interests in them for the paltry consideration given to him.

I then proposed that the question of original title should be set at rest by Pororua's party sanctioning the disposal already made of the lands upon the east side of the harbour and river, and Nopera's doing the same for those on the west bank. To this arrangement, after much hesitation, Pororua's party consented; but Nopera (at the instigation of his chiefs, I believe) objected to it, and he continued in this obstinate mood, rejecting all attempts at accommodation, insisting vehemently upon his absolute right and title to the whole of the purchased lands. In this temper he quitted Mangonui.

Immediately after my arrival at Kaitaia all Nopera's tribes assembled there in considerable numbers, and in a public conference many violent and seditious speeches were made by Nopera and other chiefs. In these harangues they declared--

1. That the sales of land around Kaitaia already made by Nopera and his party to individuals should be acknowledged; but that any surplus lands (i.e., those the Government does not grant to the claimants) will be resumed by the chiefs who sold them.
2. That they will sell no more land, either to individuals or to the Government.
3. That the chiefs will exercise all their ancient rights and authority of every description as heretofore, and will not in future allow of any claims or interference on the part of the Government.
4. That they are all (except Nopera) very unwilling to arrange the dispute about the lands at Mangonui.

(continued...)

COPIED FROM EPITOME OF OFFICIAL DOCUMENTS RELATIVE TO NATIVE AFFAIRS AND LAND PURCHASES IN THE NORTH ISLAND (continued).

No. 15; B. - PAGE 7

5. That they (Morenga and his party) object to give the promised compensation for having stripped the vessel at Wharo; one old gentleman declaring that they would be on the look-out, and take advantage of every similar godsend.

6. That they all demur to any purchase of land which may have been made by the Government from Nopera in 1840, though they would not object to give some other compensation for any moneys then given to him by the Government.

Page 8:

These and many other violent expressions seemed to proceed partly from a feeling that not being allowed to dispose of their lands to whomsoever they pleased as formerly is an interference by the Government with a right they are not quite convinced they surrendered to the Crown. But in my opinion there were other causes of regret and discontent which we were unable to discover.

During the stay of Nopera and his tribes at Kaitaia, Mr. Kemp and I used our utmost endeavours every day to correct and remove the erroneous impressions they have imbibed respecting the Government, but without much success. However, I obtained their recognition of every claim in this district from the North Cape to Mangonui (although the chiefs vowed that they will not again submit to similar investigations); and, after much debate, these tribes (Nopera's at least) consented to the arrangement I had suggested to Nopera at Mangonui, to determine his dispute with Pororua as above mentioned. Proposals to this effect were instantly despatched to Pororua's party; but it was their turn now to be litigious, and the offers were immediately and indignantly refused by them, and a declaration made that they would come to no compromise in the matter. This change in their sentiments may have arisen from Pororua having received offers of assistance from the Ngapuhi, in the Bay of Islands, three large canoes with several chiefs having visited him immediately upon their hearing of Nopera's pretensions.

Upon my return to Mangonui a few days ago I found these parties continue as pugnacious as ever, with the exception of Nga Takimoana, who withdrew the opposition he had presented to Mr. Taylor's claims in Nopera's district, having convinced him that the lands of his family still remain unsold and unclaimed.

It is quite certain that I can do no more in this affair; but I think it would be very advisable that Mr. Clarke, the Protector of Aborigines, who purchased the lands from these tribes, and made other arrangements with them for the Government in 1840, should as soon as possible attempt their reconciliation, or at least the amicable and final adjustment of the points in dispute at this moment; and from the circumstance of Mr. Clarke having been the party engaged in all the above transactions, I thought it proper to promise the Natives that he will convey to them the pleasure of His Excellency the Officer Administering the Government touching all their differences and dissensions.

I have, &c.
EDWARD LEE GODFREY
Commissioner.

The Hon. the Colonial Secretary.

COPY OF LETTER FROM W.B.WHITE, FORWARDING
DEFD RECEIPT NO.1

MANGONUI

July 3rd, 1854.

The Surveyor General,
Auckland.

Sir,

I have the honour to report that I have taken upon myself the responsibility of settling the Native claim to land at Oruru by the payment to Noble the Chief of £100, One Hundred Pounds, and the promise of 100 acres of land. I now have had to close with Noble without previously obtaining the authority of Government in consequence of several gentlemen who have made choices in the valley, and who have gone to much trouble and expense to find locations for themselves, and are of course desirous of knowing that there will be no obstacle to their accepting their claims. I beg also to say that I have received much valuable assistance from Mr. Southee who kindly undertook to interpret and visit Noble and reduce his demands, which, as he knew that strangers were looking for land, he had of course raised to a fearful height. I beg to enclose Noble's receipt for the £100 and trust that the Government will approve of the step I have taken, under the conviction that it was of necessity and for the good of the public. I may mention that the land ceded covers a large extent of country.

I have the honour to be, Sir,
Your most obedient servant,
(sgd) W.B. WHITE.

P.S. I would request you will be good enough to pay the sum of £100 (one hundred pounds) to my credit at the Union Bank of Australia.

W.B.W.

This letter is referred to Mr. Mc Lean to whom it should have been addressed as that officer has relieved me entirely from purchasing land from the Natives. In referring it, however, I must express my opinion that I believe Mr. White has acted with great wisdom in taking advantage of the opportunity which presented itself, and that the extinguishment of the Native Claim in this case opens a very valuable tract of land to settlers.

(sgd) G.W.D. LIGAR
17th July, 1854.

If Mr. McLean adopts Mr. White's purchase, I should wish the usual Notice of Extinguishment of Native Title to be forwarded in order that the land may be thrown open to selection.

(sgd) G.W.D. LIGAR
17th July, 1854

If the Surveyor-General is quite satisfied with this arrangement, which appears to have been a judicious one on the part of Mr. White, I see no objection to the land being thrown open, for selection, without further delay.

(sgd) DONALD McLEAN
Commissioner
July 28th, 1854

Mr. White has not sent a plan of the district nor an estimate of the extent of land purchased, neither are the boundaries specified. Consequently I cannot report as to what land should be gazetted. Probably the Surveyor-General has this information.

(sgd) DONALD McLEAN.

It appears that from examination of Ford's Claim 300^d that this is the land comprised in this purchase. It seems, therefore, that the present payment finally extinguishes the Native Title and that the land, excepting of course, one hundred acres of a reserve for Nopera, may be thrown open for selection.

(sgd) DONALD McLEAN
28th July, 1854

The land will be, therefore, open to selection at once.

(sgd) C.W.D.LIGAR
28th July, 1854.

Returned to Mr. Commissioner McLean.

MAORI DEEDS
COPIED FROM HANSON'S ~~MAORI DEEDS~~ DEED
RECEIPT NO. 1, P. 715

HOPERA (HOPERA'S CLAIM) MANGONAI DISTRICT.

1875
3 July

1875
3 July

Mangonai District
ORU
Receipt for £100

Hopera's claims

Reserve
(100 acres)

I, THE UNDERSIGNED, do hereby acknowledge to have received from W. B. White Esqre, West. Esqre, & Co., the sum of one hundred pounds (£100) in acknowledgment of my claim (being the only native claim existing) at Oruru from its mouth to its source extending to and containing the old boundaries of Dr. Ford's old purchase but which was returned to me in consideration of other purchases by Dr. Ford. It is to be understood that I also receive as soon as the same can be surveyed (100) one hundred acres of land at Oruru including the present site of my pa and to be divided into two allotments if required by the natives.

HOPERA

WITNESS AND INTERPRETER
H. Souther

WITNESS TO PAYMENT
Norton Butler
William Henry Clarke
Wm. Butler

A True Copy of Original Receipt
H. HANSON TURTCH

WELLINGTON. August 4th, 1875.

i,

EXTRACTS FROM TURTON'S EPITOLE ETC.

C. No.1, p.1.

MR. COMMISSIONER JOHNSON TO THE CHIEF COMMISSIONER,
REPORTING ON NATIVE CLAIMS TO ORURU VALLEY.

Mangonui, 23rd February 1855.

Sir,

I have the honor to report the result of investigations into claims raised by certain natives to the Valley of Oruru, which I was commissioned to inquire into by His Excellency's directions conveyed in your letter of the 28th November last.*

This valley is situated on the tract of debateable ground which usually lies between the possessions of every two great tribes in New Zealand, and has been a bone of contention for generations past, between the two great divisions in the North, - the Ngapuhi and the Rarawa.

Besides the Ngapuhi and the Rarawa, another party have now appeared, headed by a young man named Tipene, of the Ngatikahu Tribe, the original possessors of the land in question, who were formerly on the side of the Rarawa, taking part with them against Ngapuhi in 1842. They have now quarrelled with their late Chief Noble, and are urging their claims under the auspices of Tamati Waka.

It appears that all parties partook more or less of the payments made by Dr. Ford and the other Europeans, the original purchasers, through whom the lands reverted to the Crown; and had the ground been actually taken possession of at that time, it is very probable that no difficulties would have been raised by the Natives.

During the twelve years which have elapsed since that event, affairs have changed. A war between the Rarawa and Ngapuhi who suffered considerable loss of life on both sides, has taken place, about the right of selling lands in the District of Mangonui, and it happened that the Valley of Oruru was the scene of the hostile encounter.

Whatever the rights of these belligerent tribes may have been respectively, prior to this war, an equal loss of life raised the claims of both parties upon a new basis, and not being able to agree together, the place was by mutual consent abandoned.

Noble appears to have been the first to return to the contested ground, with the sanction, he affirms, of the Government, in consideration of the services he rendered in the war against Heke.

These circumstances have led to a complication of Native difficulties; and the land being required for the location of settlers, it became evident that the first step was to extinguish the claims of Noble, the party in possession, and this was done recently for the sum of one hundred pounds, through the hands of Mr. White, the Resident Magistrate, and Noble now without equivocation acknowledges the land to be Crown property.

Next in importance, with a view to quiet occupation, is the settlement of the demands of Pororua and the Ma Uri Uri of Hokianga, (Ngapuhi,) and I think a sum of one hundred and fifty pounds might be advantageously spent in attaining that object, as well as a sum of one hundred pounds to the young chief Tipene who has now headed a third party of claimants.

Pohipi, a chief of the Rarawa, also advances a claim of fifty pounds, maintaining that he has as good a right as the other parties, having lost several men in the defence of his claims in the war with Ngapuhi in 1842; and I would also recommend the liquidation of this claim, after which the question will be settled on a satisfactory footing, and considerable blocks of land can be obtained from the Rarawa without

* At the date of this letter the whole of the land-purchasing operations to the North of Auckland were conducted by Mr. Johnson,

any of these complicated difficulties with which the present claim is surrounded.

The aggregate amount now required will be three hundred pounds, which, together with the former payments, will raise the cost of the Valley of Oruru to about the same amount as would have been paid for a new purchase of the same size in the present time; and I beg to request you to move His Excellency the Officer Administering the Government, to approve of the foregoing arrangements being carried out, and the amount transmitted for me, to the care of the Sub-Treasurer, Bay of Islands.

I beg further to state, that some of the foregoing parties of claimants are very insolent in their demands, notwithstanding the liberal manner in which I have dealt with their claims, and propose referring their case to a higher authority in Auckland; but as I have acted in co-operation with Mr. White, the Resident Magistrate, who is also of opinion that the measures I have proposed are the best that can be devised, I hope that a firm refusal will meet them in Auckland, after which I have no doubt but that they will accede to the terms offered them.

I have, etc.,

John Grant Johnson,

District Land Commissioner.

Donald McLean, Esq.,

Principal Land Commissioner, Auckland.

EXTRACT FROM TURTON'S EPITOME ETC.

G. No. 2 -- PAGE 2.

Memorandum by MR. COMMISSIONER KEMP.

Report on Claims of Tipene to a portion of Oruru Valley.

By His Excellency's directions, Tamati Waka appeared at the Land Purchase Department in reference to the claim of a young chief, named Tipene, to a portion of the payment for the Valley of Oruru, near Mangonui, (or Doubtless Bay), for the purchase of which the Government is now under negotiation. In explanation of this claim, the following paragraph from Mr. Johnson's Report of the 23rd February, 1855, will show the position in which the applicant stands :-

"Next in importance, with a view to quiet occupation, is the settlement of the demands of Pororua and the Mauriuri of Hokianga." (Mem: Their chief is Moses Tawai).

"Besides the Ngapuhi and the Rarawa, another party have now appeared, headed by a young man, Tipene, of the Ngatikahu Tribe, the original possessors of the land in question, who were formerly on the side of the Rarawa, taking part with them against the Ngapuhi in 1842. They have now quarrelled with their late chief, Noble, and are urging their claims under the auspices of Tamati Waka."

Mr. Johnson, in recommending a division of the money, proposes a sum of one hundred pounds (£100) to be given to the chief Tipene.

Tamati Waka has represented his claim to be nearly equal to that of Pororua, who is to receive, I understand, £150; and suggested that Tipene's people should receive the same amount in order more effectually to satisfy several outstanding claimants, of whom the very influential chief Rangatira, of Hokianga, is one, and to enable the Government to take quiet possession of the valley in so far as they are concerned.

Although in all native transactions it is very objectionable, and often entails trouble, to interfere with another officer's arrangements, still, as Tamati Waka had already seen Mr. Johnson, and having come to Auckland with these chiefs principally to lay the case before the Governor; and having, moreover, strongly recommended an additional sum of £50 to be given, I undertook to submit the question for His Excellency's favourable consideration and approval, upon the understanding that, if Mr. Johnson completed the purchase, they would pledge themselves that no further claims should be made upon the Government for the land in question.

H.T. KEMP,

Native Secretary,
Land Purchase Department.

AUCKLAND, 4th May, 1855.

EXTRACT FROM TURTON'S EPITOME ETC.

C. NO. 5 -- PAGE 3

Mr. Commissioner Kemp to the Chief Commissioner.

District Commissioner's Office,
Waimate, Bay of Islands,
12th April, 1856.

Sir,

I have already adverted to the importance of settling the outstanding native claims to the Valley of Oruru.

I beg now to state as briefly as I can the particulars connected with these claims for His Excellency's information.

The Valley of Oruru was originally said to be purchased by Mr. S.H. Ford, and afterwards transferred by him to the Government for scrip. There were at the time of sale to Mr. Ford two distinct parties, resident owners, headed by their respective chiefs, Noble and Pororua. The purchase seems to have been defective, inasmuch as Noble's party alone received the bulk of the property paid by Mr. Ford. Pororua repudiated the sale in so far as his claims to half of the valley were concerned, and when Colonel Godfrey opened the Commission for investigating claims at Mangonui, Pororua joined issue with Noble, and hence followed the war, which ended by the latter giving up the contest, with considerable loss in killed and wounded.

Pororua was advised to retire, which he did, and resided with his friends at Whangaroa, and for some time it was considered as neutral ground.

Noble, I believe, afterwards received Sir George Grey's sanction to return to Oruru for his services during the rebellion, and renewed his claim, which was met by Mr. White paying him the sum of £100 and a section of land of 100 acres, upon which he now resides.

This being done, the land was thrown open for sale by the Government, and the sum of between three and four thousand pounds (£3,000 and £4,000) realized.

To a portion of the land thus sold, Pororua continued to urge his claim, and a young chief named Tipene, connected with Noble's Party. Both these parties have since visited Auckland, and their claims have been submitted for consideration, Through Tamati Waka.

His Excellency the Officer Administering the Government promised that they should meet with every attention.

Mr. White, the Resident Magistrate at Mangonui, is most anxious that these claims should be speedily and finally settled, and the natives are equally anxious for an amicable settlement. After a careful hearing of the two claims, their demands (being much reduced from what they originally were) were left standing thus :- To Pororua, representing the powerful Ngapuhi Tribes, two hundred pounds (£200) in cash, or one hundred and fifty pounds (£150) and a section of land of one hundred acres. To Tipene, representing Moetara, Busby, and other northern tribes, £150: Total, £350, cash.

The occupation by Pororua of a section of land in the Oruru, would be to bring two opposing chiefs into collision, which, for the sake of the district and of the settlers, it would be very desirable indeed to avoid. If you concur in this view of the

case, the payment of the money would, I think, be by far the most satisfactory means of removing the present serious difficulties, and setting the question at rest.

Enclosed is a copy of a letter which has already been forwarded by Mr. White, and shows how important it is that no time should be lost in meeting the claims of these natives.

I have, etc.,

H.T. KEMP,
District Commissioner.

The Principal Commissioner,
Land Purchase Department, Auckland.

TRANSLATION OF ENCLOSURE.

Written on the 6th day of February.

My Friend the Governor,

Oruru has been before the Court twice. Johnson was the Judge. Henry Kemp was the Commissioner in Auckland. He has the purchase monies received from the sale which was confirmed at Auckland. The total amount was £150. We beg of you to send our monies because we have been waiting two years. If you do not send these monies we will take Oruru back, but if you comply with our request we will let things stand as they are. We think that there should be only one sad side and one happy side. The happy side should be ours so that we will become united with you. O Governor, these are the wishes of the signatories of this letter - the leaders of the people - this is all, from

(Signatures)

Ha te Hira

Ha Penehama

Ha Puainu

Ha Raheo

At Taipa. 1856

EXTRACT FROM TURTON'S EPITOME OF OFFICIAL
DOCUMENTS ETC.

C. No. 6 -- Page 1.

W.B. White, Esq., Resident Magistrate, to the
Chief Commissioner.

Reporting Difficulties arising out of the Non-Settlement
of Claims to Oruru.

Resident Magistrate's Court, Mangonui,
25th June, 1856.

Sir,

I have the honor to call your attention to the very serious difficulties the settlers and resident natives at Oruru are subject to, in consequence of no steps having been taken to extinguish the claims of certain natives acknowledged by the District Commissioner, Mr. Johnson. When Mr. Kemp visited this district, he informed me that certain promises had been made to Tipene, by which his claim was computed at one hundred pounds; Pororus's is one hundred and fifty pounds, and Rarawa fifty pounds.

Tipene is constantly at variance with the people at Oruru, and is making vigorous efforts to return to settle there. Pororus the same. Between the two, the settlers are kept in a constant state of excitement, and a sense of insecurity very much cripples their enterprise. Moreover, a portion of Mr. Campbell's land has been occupied, but I cannot interfere in consequence of the unsettled question of payment.

May I request you will take the earliest opportunity of setting this question at rest, as it causes many disputes. One has lately occurred which the natives are apprehensive will lead to serious difficulties.

I have, &c.,
W.B. WHITE.

The Principal Commissioner,
Land Purchase Department, Auckland.

EXTRACT FROM TURTON'S EPITOME OF OFFICIAL
DOCUMENTS ETC.

C. No. 8 -- Page 5

The Chief Commissioner to Mr. Commissioner Kemp.

To Settle Native Claims.

Chief Commissioner's Office, Auckland, 29th August, 1856.

Sir,-

I have the honor, by direction of the Governor, to inform you that His Excellency has been pleased to authorize the expenditure of a sum not exceeding three hundred pounds (£300) in the settlement of the outstanding claims to the Oruru Valley at Mangonui, and I have to request that you will take immediate steps for the final extinction of these claims.

A warrant has been issued authorizing the Sub-Treasurer at Russell to pay the sum of three hundred pounds (£300) to you, upon your requisition in the usual form. You will, however, be good enough to abstain from withdrawing this sum from the Sub-Treasury, until the natives are prepared to receive it in full settlement of all claims, and to execute a document securing the Government from all future claims on the part of either of the tribes who are interested in the land.

You will have to account for this money to the Sub-Treasurer within one month from the date of drawing the advance by furnishing him with attested copies of the Native Deeds, and of this letter of authority.

This sum of three hundred pounds (£300) is the amount recommended by Mr. Johnson in his report of the 23rd February, 1855, and sanctioned by the Colonial Secretary's letter of the 7th of April following; but I perceive from your letter of the 12th of April last, that either a sum of three hundred and fifty pounds (£350) will now be necessary, or that a grant of One hundred (~~100~~) acres of land will have to be made to Pororua. I trust, however, that you will use your best exertions to effect the final settlement for the sum now sanctioned, and that you will use your utmost endeavour to avoid giving Pororua the land grant of one hundred (100) acres, as his retention of any land in the Oruru will, I apprehend, give rise to disputes with the Rarawa, which, in the final settlement now to be effected, should be carefully avoided. I conceive it would be more advisable even to give an additional fifty pounds (£50) to Pororua, if you cannot settle it otherwise, than to make him a grant of land that may be a fruitful source of discord hereafter. In the event of your having occasion to pay fifty pounds (£50) beyond the sum now authorized, this amount may be disbursed out of the balance of One hundred and one pounds thirteen shillings and five pence (£101. 13s. 5d.) you have in your possession; and, should it be impossible to effect a settlement without the one hundred (100) acres of land, you must have a conveyance from all the Natives concerned, giving up their entire interest and claims to the one hundred (100) acres in question in favour of Pororua.

I have no doubt Mr. White will aid you in carrying out the necessary arrangements with the Natives.

I have, &c.,
Donald McLean.
Chief Commissioner.

H.P. Kemp, Esq.,
District Commissioner, Bay of Islands.

EXTRACT FROM TURTON'S EPITOME OF OFFICIAL
DOCUMENTS ETC.

C. No. 9 -- Page 5.

Mr. Commissioner Kemp to the Chief Commissioner.

Requesting a further sum of Money on account of Oruru Claims.

District Commissioner's Office,
Bay of Islands, 7th September, 1856.

Sir,-

I beg to acknowledge receipt of your letter of the 29th inst., in reference to the settlement of the Oruru claims.

It is not, I think, improbable that, owing to the decease of the chief Noble (whose assistance was very beneficial to the Government) subsequently to the arrangements reported in my communication of the 12th April last, the position of this long-vexed question may in some measure become altered.

In anticipation of this, I propose to invite Tamati Waka to accompany me, if he conveniently can; and as he has considerable influence with Pororua's party, his services would be very acceptable, and be approved by His Excellency the Governor.

As you so fully concur with Mr. White and myself in withholding, if possible, the grant of any land in the Valley to Pororua, I would respectfully urge the propriety of having placed at my disposal, and without delay, an additional sum of Two hundred pounds (£200) to meet any new difficulties that may arise; and as by your instructions the sum of Three hundred pounds (£300) already advanced, is not to be withdrawn from the Sub-Treasury until the Natives have, in the first instance, signed over their claims, I shall proceed at once to the District to complete these arrangements if I can; and in the meantime I trust that a further sum of Two hundred pounds (£200) will be made available at the Sub-Treasury, in the event of its being required or any part thereof. You will no doubt see the policy of this arrangement when I add in explanation that the planting season has already begun, and the difficulties that generally follow, when the Natives obtain a firm footing on the land. Hitherto, Tipene's party have abstained from cultivating at Noble's request, and I am in great hopes of still finding it an open question, and if so, of bringing it to a conclusion, without much additional trouble and expense.

I have, &c.,
H.T. Kemp,
District Commissioner.

Donald McLean, Esq., J.P.,
Chief Commissioner, Auckland.

EXTRACT FROM TURTON'S EPITOME ETC.

C. No. 10 -- PAGE 6

MR. COMMISSIONER KEMP TO THE CHIEF COMMISSIONER.

Reporting Final Settlement of all Claims to Oruru.

District Commissioner's Office,
Bay of Islands,
29th September, 1856.

Sir,-

I have much pleasure in reporting for the information of His Excellency the Governor, that the outstanding claims to the Valley of Oruru have been finally and amicably disposed of, and, as I have every reason to believe, to the satisfaction of the whole of the Natives concerned.

2. On receipt of the instructions which accompanied the sum of Three hundred pounds (£300) forwarded through the Sub-treasurer at Russell, I lost no time in proceeding to Mangonui and Oruru, where, having assembled the different claimants, they finally agreed, after a series of well-conducted discussions, to receive the sum of Three hundred and fifty pounds (£350) in full compensation for their claims to the Valley.

3. Pororua, who is a chief of considerable importance, and a lineal descendant of Hongi Hika, for several days insisted upon having a section of one hundred acres granted (100 acres) to him upon the same terms with Noble, the late chief of the Rarawa tribes; and as he had already commenced to cultivate, it seemed to be for some time doubtful whether he would consent to receive a money compensation, although an additional sum of Fifty pounds (£50), authorized in the fourth paragraph of the instructions, was tendered to him. He, however, finally accepted the sum of Two hundred pounds (£200), the amount allotted to him, as a full compensation for his claims; and his immediate followers, who occupy but a small plantation (about an acre and a half) are under a written agreement to leave the ground so soon as they have removed their crops.

4. Two small reserves of about a quarter of an acre each, at the entrance to the Oruru River, have been set apart for the use of the Natives generally, near to the public road, as a convenience to travellers, and where they might also haul up their canoes while upon their trading excursions.

These reserves will be laid and mapped off by Mr. White, who has also undertaken the survey of the external boundaries of the block, so soon as the young chiefs deputed to accompany him have finished putting in their crops.

5. There were present at this meeting several influential chiefs from the north, with Busby, the successor of the late Noble Panakoreao. He is a man of good standing, a friend to the Europeans, and his influence extends over a large body of Natives in the north. He has suggested that the section of 100 acres granted by the Government to Noble, and now occupied by his widow and her attendants, should be purchased, if a favourable opportunity presented itself, with a view to the Valley of Oruru being left entirely to the Europeans, who may thereby be induced to settle in larger numbers.

Of Mr. White's assistance, most kindly given, I was glad to avail myself. By his previous acquaintance with the details and bearings of these claims, a vexatious and troublesome question has at length been finally and amicably settled.

I have, etc.,

H.T. KEMP,

The Chief Commissioner,
Land Purchase Department, Auckland.

District Commissioner.

TRANSLATION

1856
17 Sept.
Maungatai
District

ORUO GILBY

NOW KNOW ALL PEOPLE This Deed written on the seventeenth
(17) day of September in the year of our Lord one thousand
eight hundred and fifty six (1856) is a Deed under which
the final and complete settlement of the Valley of Oruru is
made.

Now be it known unto all people this valley known as Oruru
is from this time forward finally and fully conveyed and given
up by us the owners or claimants belonging to the tribe
called 'e Rarawa and by the claimants or owners belonging
to the tribe known as Ngapuhi that is to say by us all to the
Queen of England that is to say to the Government as a
perpetual possession for the White people for ever and ever.

BOUNDARIES

The boundaries of this the land at Oruru are these that is
to say the boundaries more particularly described in the
Deed of Sale originally made by the Natives to Dr. Ford
(S.H. Ford). It commences at the entrance of the Oruru River
or Heads and proceeds inland or up the valley to the furthest
boundary at the crossing place on the stream "e Uranga".
The Boundaries with the names thereof are those which are
particularly named in the Deed of Sale to Dr. Ford which
Deed has been transferred by him and is now in the possession
and become the property of the Government.

The true intent and meaning of this Deed is this viz., it
signifies or points out that the last and complete payment
for the valley of Oruru has been made and that the money
in satisfaction for all claims has been paid into our hands
by the Government for ever and ever.

In testimony of the assent given by this assemblage of people
or claimants we have hereunto signed our names and marks to
this Deed in the presence of Messrs. White and Kemp the
officers appointed by the Governor of New Zealand to acquire
lands for the Government.

We have received from the hands of Messrs. White and Kemp
this day the sum of Three hundred and fifty pounds (£350)
being the final and complete payment for this land Oruru.

(Continued... ..)

COPIED FROM TURTON'S MAORI DEEDS VOL. I DEED NO. 3 PAGE 3

Na te Puhipi te rewarewa	Ko Ngabeihei
Na te Waka Rangaunu	Warekauri Pororua
Ko Ahahu x	Tipene
Kingi te nganga	H. Mehaka Hongi
Ko te Wiremu Pihahu x	(Busty's son) Na Timoti uti
Ko te Iira Kuri x	Tai pari tera Te Heu
Te Matiu te Huhu x	Ko Hone Pororua x
Te Karaka te Kawau x	Wi Te Ahumakiri x
Kahoe x	Ko te Rakana--by Pororua
Meinata te Hou x	Wi Kaitaia
Ko Pi	Paratene Karuhuri
Wharerau	Heta Hinaki
Korewha	Aperahama More x na Tipene
Reihana Te Kanohi	Hohala te Ngouge na Tipene x
Tipene Kohe	Omerengi x
Ihaka te Teira	Rivai Paeuta
Ko Matiu-na Fene i tuhi	Hetaraka
Ko Meho do do	Reihana Kiriwi
Ko te Teira do do	

Witnesses--

Thomas Flavell, Settler, Mangonui
Thomas Phillips, Settler, Awanui
Jacob Fox, Settler, Mangonui

W.B. WHITE
Resdt. Magistrate

H.T. KEMP
Dist. Commissioner

A true translation.
This is a True Copy of the Original Deed and Translation.

H. HANSON TURTON.

EXTRACT FROM TURTON'S EPITOME ETC.

C. No. 11 -- PAGE 6

THE CHIEF COMMISSIONER TO MR. COMMISSIONER KEMP.

Certain Hokianga Chiefs prefer Claims to Oruru.

LAND COMMISSIONER'S OFFICE,
11th December, 1856.

SIR,-

I have the honour to inform you that certain Hokianga chiefs, names as per margin* have come to Auckland to request a further payment for Oruru.

They have been informed that the whole amount the Government intends to pay for that land has been transmitted to you and paid to the Native owners.

It now appears that Tipene is at fault in not having paid Rangatira Moetara his share of the Fifty pounds (£50) he received for the purpose.

2. They offer to sell the Maungataniwha District, and you will be good enough to report if they are the real claimants; whether it would be a desirable purchase; and ascertain the extent of the land, and the terms on which it can be purchased.

3. They advance a claim to land purchased by the Rev. Mr. Matthews, and you will also report what the nature of their claims to that land is, and whether that question can be easily adjusted by you.

They wish to exclude a piece of land called Pararaki from the sale to Mr. Matthews.

I have, etc.,

DONALD McLEAN,

Chief Commissioner.

H.T. KEMP, Esq., J.P.,
District Commissioner, Bay of Islands.

* Wiremu Tana Papahia, Tomairangi, Ngarewa, Te Karu, Marupo.

EXTRACT FROM TURTON'S EPITOME OF OFFICIAL
DOCUMENTS ETC.

G. No. 13 -- Page 7

Mr. Commissioner Kemp to the Chief Commissioner.

Recommending Purchase of Noble's Reserve.

District Commissioner's Office,
Bay Of Islands, June 12th, 1857.

Sir,-

During my recent visit to the North, I observed a difficulty in which the settlers as well as the natives residing in the Oruru Valley are placed with reference to the occupation of a reserve which was made by the late chief Noble Panakareao, with the sanction of the Government, and for which a Crown grant had, I believe, been given previously to the first settlement of the outstanding native claims in that district.

Allusion to this reserve is made in my report of the Oruru, dated 29th September, 1856.

2. The case seems to be simply this:- Noble leaves an infant daughter, his legal representative. There are also the immediate followers and servants of Noble who still reside and cultivate upon this reserve. They have been urged to move to their respective locations by the Government and by the chiefs, and it was agreed that they should have done so some time ago.

It is understood, however, that some of the settlers, whose interest it is to keep these people at Oruru, have since advised them to remain where they are, and the consequence is that the natives are in doubt as to which course it would be right for them to adopt.

Mr. White, the officer of the district, has requested me to make a statement of the circumstances for the information of the Government; and, as the majority of the settlers are unwilling that any annoyance should arise between them and the natives, I would respectfully recommend for consideration that this reserve be purchased, if possible, from the native trustees, and the money invested in some more suitable manner for the benefit of Noble's child, if it were thought desirable by the chiefs interested. If this suggestion is approved, Mr. White could soon supply a plan of the reserve, and furnish any further details you might wish for.

The section itself, being an extremely valuable one, would be very soon purchased, and the Government would be at once reimbursed in the outlay that may be necessary for the extinguishment of the native title.

I have, &c.,
H.T. KEMP,
District Commissioner.

The Chief Commissioner,
Land Purchase Department, Auckland.

EXTRACT FROM TURTON'S EPITOME OF OFFICIAL
DOCUMENTS ETC.

C. No. 20 --- Page 11.

The Assistant Native Secretary (acting for the Chief Commissioner)
to Mr. Commissioner Kemp.

Relative to Purchase of Noble's Reserve
in the Oruru Block.

Land Commissioner's Office,
Auckland, 1st August, 1857.

Sir,-

I have the honor to acknowledge the receipt of your communication, bearing date 12th June, in which you recommend the purchase by the Government of the native reserve in the Oruru Valley granted to the late chief Nopera Panakareao.

In reference thereto I have the honor to inform you that His Excellency is not at present prepared to authorize the proposed purchase, but defers giving a final answer until further information shall enable him to form an opinion as to the expediency of the course recommended by you.

I have therefore to request that you will state more particularly your reasons for recommending the alienation of this reserve by the family of the late chief Noble: also to express the opinion of the Government that ample provision ought to be made in landed property to be secured to his heirs, and that it is not apparent why the Oruru is an unfit or undesirable locality for the purpose.

The annoyance caused to the European settlers through the irregular occupation of the reserve by Noble's followers might possibly be removed by leasing it for a term of years. Upon the expediency or otherwise of such an arrangement you will have the goodness to report.

I have, &c.,
Thos. H. Smith,
For the Chief Commissioner.

H.T. Kemp, Esq., J.P.,
District Commissioner, Bay of Islands.

Oct. 3/9/69.

Pakautararua 180 and 22 acres exclusive of roads.
Claimants Tehu Ngawaka, Wharo Nga Kuku, Rihi Te
Whenua, Tipene Tetaha, Nopera te Puru, Patarope
Kukupa.

Tehu Ngawaka sworn. I belong to Ngatiteau, hapu Rarawa tribe live at Whangape. I am the step father of Nopera PaneKareao Ngakuku; daughter whose interest I represent in this land. It is in her name that I am making this claim for the object of selling. This block of land was recognised as Nopera's land when the remainder of Oruru was occupied by the Government. It has remained ever since in our possession, that is with the co-claimants. Nopera was the principal chief of the tribe and the land belonged to him from descent. Should the Court decide upon granting the certificates I would wish the daughter Wharo Ngakuku and Rihi te Whenua and myself to have the 180 acres and Wharo Ngakuku with the others the piece of 22 acres. Te Wharo wishes to sell the whole of her share in this block. Puru is her uncle, the other persons mentioned in notice are relations and I think should have some share. The land is bounded by Mr. W. Butler on the South, by the Oruru River on the East, by Mr. J. Hunt on the North, and by the range of hills on the West.

Ford Claim

SIC File O

APPENDIX D

Sir M. Myers
Chairman.

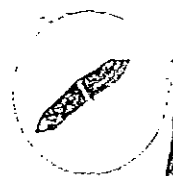
1

Oruru Petition

Claim 704
S.H.Ford

Deco 4

File "O"



I N D E X

CLAIM 704 - S.H. FORD.

<u>Page</u>	<u>Date</u>	<u>Subject</u>
1	-	Summary
2-3	12.11.1839	Deed, Waioloioi, Oruru and Parawai Blocks
4	12. 1.1843	Pororua, Opposition before Commissioner
5	4. 3.1843	Ford - Evidence before Commissioner
6-7	10. 3.1844	Réport by Commissioner
7	20. 5.1844	Award by Governor

CLAIM 704 (FOOD)

WATIOI, ORURU, PARAWAI.

CLAIMANT: S.H.FORD

Description of Land, Payment and Sellers, see Turton's Private Purchases, Deed 52, page 45-47. (Turton also gives copy of Commissioner's Report and Governor's Award).

Supposed contents 5,000 acres.
Payment £220.7.0 goods (Sydney Prices).

Sale disputed before Commissioner E.L. Godfrey 10/3/1844;
Porurua disputing Hopera Panakaero's right to sell the land in this claim.

Claimant desired to cede his right to land to the Government in exchange for other land. Commissioner awarded 575 acres to be granted elsewhere upon Claimant surrendering original Deeds of Purchase to the Government.

Governor Fitzroy awarded £1,725 Scrip - 20/5/1844.

NOTE! Ford ceded certain portion of the original claim to the Maoris prior to investigation of claim by the Commissioner. This portion was later purchased by the Crown. See Turton's Maori Deeds No.3 in conjunction with the whole of the block originally purchased by Ford.

TRANSLATION.

WAIIOIOI, ORURU, AND PARAWAI BLOCK, MANGONUI DISTRICT.

Kaitia. Novr. 12th 1839.

LISTEN all people to this Book which we Noble Panakareao have written, on the one side, and Mr. Ford on the other side. This Book was written on the 12th of November in the year of Lorō Jesus Christ One thousand eight hundred and thirty nine. This Book is written by us Noble Panakareao on the one part, on the other part by Mr. Ford as a true sign to us all, as also to all people that we Noble Panakareao have let go to Mr. Ford a portion of land to be his for ever. All the Woods and all things whatsoever growing on the said land and all things beneath the said land. The extent of the said land, Twenty thousand acres more or less. The great names of the said place (or land) are Waioioi, Oruru and Parawai.

The boundaries of the said land to the North East begin at Pataka on the sea, ascending to Tanguru, and then going to Mangatarata (this is the North). The boundary to the West is at Pukewau, and descending at Tatatu crossing over to Popotea descending to Ngahinekararanga, crossing over to Otahuhu and going to the Hau of the Kawiu. The boundary to the South is Pukekauere as far as Parawai, (the Kauri Woods also), and going to the Upokowatitiri as far as Tamakahu and arriving at the Waiwakata. The boundary to the East, and going to the Waiwero, arriving at the great water of Pakonga, crossing over to the Urunga, ascending at Tangata Kotahi, and going up to Paekauri, descending at Okoroheke following the great river to Haumapu and coming out at Watakao, going to Topari, ascending at Hapeparetao and descending at the Hou arriving at Tawaka, and going to Otangaroa as far as Waipumahu up to Kohumaru. It then bears to the Northward as far as Hikurua and Paekotare and on to the Rua; it then goes to Tangitepurupuru crossing over to the Kaunga, following the banks of the River to Taipa and then bending to the Koutu as far as the Taupara, it then goes to Mapuna, Upokotopea, Paraua and Anamatuku, meeting at Putaka at the beginning of the boundary line.

These are the payments for all these places; One hundred and eighty Blankets, Seven Casks Tobacco, Twenty-four Hoes, Six Adzes, Eighteen Iron Pots, Thirty Shirts, Thirty Trowsers, Thirty Razors, Sixteen Scissors, Twenty-four Combs. That is, its payment in value was £430. Three hundred and twenty Pounds of money. And the land made out by this book is for Mr. Ford, for his children for ever and ever.

The people of Kohumaru with their children may sit upon this place from this generation to another; but not the people of other parts; those of the place only. Also the people of Oruru may sit upon their places on the said land within the boundary. But for me to point out the sitting places for the Natives; and for those only shall be there who follow the directions of the Scripture of Jesus Christ.

Nopera Panakareao	Reihana Marenui x
Rawiri tiro	Wiremu Kapa x
Kepa Waha	Ware x
Morehou	Mohi Witirua
Marari	Ripi
Pana Wakangi	Mahanga
Poho	Watene Wera
Uringarara	Kingi Kohuru
Riki	Rahiera Patuware
Wetekia	Ihaka Hunapuku
Mahakai Kapahu	Hira Kuri
Puia Kapahu	Wiremu Pikahu

Rehi paraoa
 Pita
 Kauika
 Tukariri
 Ko Pihangu
 Wiremu Makiri
 Matiu Puwai
 Ihaia Hau
 Hemi Pari
 Kiripoka
 Hamuera Toromai
 Hohepa Kiwa
 Tana Pokaia
 Matiu Puke

Turau
 Omerengi
 Aperahama More
 Puru x.
 Morenga x.
 Ahuahu x.
 Huhuk.
 Waitaha x.
 Paratene Hamu
 Karuwero
 Takamoana
 Tamati Pawau
 Taha

Witnesses: Wm. G. Puckey
 Joseph Matthews
 Rd. Matthews.

ENDORSEMENT.

We Noble Panakareao and others whose names are affixed to this Deed of Land on the back of this, in conjunction with Mr. Ford have all of us agreed that all the land therein mentioned shall go back to the Natives excepting that expressed in the present writing which shall belong exclusively to Mr. Ford and his heirs. Lo, these are the Boundaries; commencing at the Tangi te Purupuru, running along the Oruru river to the Atua Komuhumu right to the Punga; continuing along the side of the river right to Huruneke, to Pukawakawa to the Rere, still continuing along the stream straight to the Tou o Witi, to Waitarau; this is the Western boundary. Rising the ridge here and running to Omatai in an Easterly direction and going to Ritomo to Tiki Ponga, running to Tokotoko; this is the Southern boundary. Continuing to Kai Wetu to Paekotare, running to Pekehohora to the Rua; running to the Ikatiriri, continuing along the large ridge above until it arrives at the Tangi te Purupuru the first boundary; this is the Northern boundary.

Noble Panakareao has sold this land to Mr. Ford and his heirs for ever and ever. This was written on the 5th day of October in the year of our Lord, 1840.

Witness: REIHANA MORENUI. (signature) NOPERA PANAKAREAO.

True Translation.

H. TACY KEMP.

EXTRACT FROM COMMISSIONER'S REPORT.

The right of Nopera Panakareao to alienate this land has been contested by the chief Pororua, his tribe living thereon. In consequence of the violence of this dispute, the examination of this Claim was not proceeded with. The Claimant having stated his desire to cede any title he may possess to this purchase to the Government for a compensation in land, at the rate of seven shillings and eightpence per acre, upon the amount of his expenditure of £220.7.0, the Commissioner therefore respectfully recommends that a Grant for 575 acres should be issued to Samuel H. Ford, his heirs and assigns for ever, excepting 100 feet from high-water mark, upon his surrendering the original deeds of purchase for the above-described land to the Government.

EDWARD L. GODFREY, Commr.

Bay of Islands, 10th March 1844.

Minute: Upon the above-mentioned terms I award to Samuel H. Ford seventeen hundred and twenty-five acres (or £1,725) land credit at the Treasury.

ROBERT FITZROY.

A true copy of original Deeds, Translations and Commissioner's Report.

H. HANSON TURTON.

Wellington.
 25th April, 1879.

CLAIM 704.

Claim No. 300D - S.H. FORD, Claimant.

MANGANUI, 12 January, 1845.

PORORUA, a Native Chief, states

That he opposes the purchase made by Mr. Ford about Oruru - the land there sold being in the complete possession of his Tribe - as their place of residence and cultivation.

He declares he never has nor ever will alienate the land they have been so long living upon and they deny the right of Nopera to sell their land.

(Sgd) H. Tacy Kemp,
Int.

CLAIM 704.

Claim 300D.

S. H. FORD ---- CLAIMANT.

RUSSELL, 4th March, 1844.

S.H.FORD, being duly Sworn, States:

I purchased a tract of land upon the River Urupu in the district of Manganui from the Native Chief Hopera Panakearo and others, in the month of November, 1839.

The names of this land are Waioioi - Oruru and Parawai containing about 5000 acres more or less.

Deed No.1.

The boundaries are described in the Deed and I now exhibit to the Court a copy of which I deposit.

Deed No.2.

These boundaries were afterwards circumscribed and agreed to by the Natives and a description of them is contained in Deed No.2.

I gave the goods described in the Deed No.1. for it amounting in value to £220.7.0. Stg.

This purchase having been disputed by another Tribe of Natives, whose right is however is denied by the sellers to me, I wish to be allowed land elsewhere at the rate of Seven Shillings and Eightpence per acre - the price fixed in Schedule B for the month of November, 1839 and upon the receipt of a grant of land upon these terms I will transfer any original Deeds of Purchase and all my right title and interest in the lands above described to H.M. Government.

(Sgd) S.H.Ford.

"Taken in Court,
4th March, 1843.
(Sgd) E.S.Godfrey."

CLAIM 704.

REPORT OF THE COMMISSIONERS APPOINTED TO EXAMINE AND
REPORT UPON CLAIMS TO GRANTS OF LAND IN NEW ZEALAND.

"Commissioner Godfrey reporting on S.H.Ford's Claim 300D".

CLAIM NO: 300D (704)
CLAIMANTS NAME: J. H. Ford.
and
ADDRESS: Russell
NATIVES NAMES Nopera, etc.
FROM WHOM PUR-
CHASED OR
OBTAINED:

DATE OF ALLEGED November, 1839.
PURCHASE:

FEES: Received.

For Filing Memorial	---
2 Documents	£- 10 -
1 Witness	- 5 -
1 do examined	- 5 -
TOTAL	£1 - -

CLAIM NO. 300D.

CLAIMANT'S NAME: SAMUEL H. FORD
and ADDRESS: RUSSELL

Report:.....The Commissioners have the honor to report for
the information of His Excellency the Governor,
that, from the accompanying Evidence taken in
Claim No.

The Claimant exhibited two Deeds and deposited copies
with the Court - Documents No.1 & 2.
For the purchase from the Native Chief

SELLERS: NOPERA PANAKAERO

Of a Tract of Land thus described:-

BOUNDARIES: In the district of Munganui - situated upon
the River Ururu - and known by the names
Waioioi, Oruru and Parawai as described in
Deed No.2.

CLAIM 704.

The supposed Contents - 5000 Acres

The payment made to the Natives for this Land stated to have been in November, 1839

Cash	---
Goods £220.7.0.	£220 7 -
	<hr/>
	£220 7 -
	<hr/>

The right of Nopera Panakaero to alienate this land has been contested by the Chief Pororua, his Tribe living thereon. In consequence of the violence of this dispute the examination of this Claim was not proceeded with.

The Claimant having stated his desires to cede any title he may possess to this purchase to the Government, for a Compensation in land at the rate of Seven Shillings and Eightpence per acre, upon the amount of his expenditure of £220.7.0.

"Note - Pororua Claimed the land by right of conquest - 20 years before date."

Recommendation...The Commissioner therefore respectfully recommends that a Grant for

575 acres

of Land elsewhere should be issued to

SAMUEL H. FORD

His Heirs and Assigns for ever. Excepting 100 feet from high water mark.

Upon his surrendering the original Deeds of purchase for the above described land to the Government.

Bay of Islands,
10 March, 1844.

(Sgd) Edward S. Godfrey
Commissioner.

"Upon the abovementioned terms I award to Samuel H. Ford seventeen hundred and twenty-five acres of (£1,725) Land Credit at the Treasury.

(Sgd) Robt. FitzRoy.
May 20th, 1844."