WAI 95 F9

A QUESTION OF EXTINGUISHMENT

CROWN PURCHASES IN MURIWHENUA 1850-1865

A Historical Report
Commissioned by the Waitangi Tribunal

Barry Rigby
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I INTRODUCTION

(a) Outline

Just as in my recent report on Crown policy during the 1840 entitled "Empire on the Cheap", in this report I'll examine the broad outlines of Crown policy towards Muriwhenua land. In the Rigby/Koning "Preliminary Report on the Historical Evidence" (#A1 in the Muriwhenua Land Record of Documents), I devoted a single chapter to the subject of Crown purchases 1850-1865[1]. In my Mangonui Report (#A21 in the Wai 45 Record), I briefly examined the 1863 Mangonui purchase. In my Oruru Report (#C1), I similarly examined the 1854 and 1856 Oruru purchases[2]. Richard Boast has also presented evidence on the 1854 and 1859 Muriwhenua South and Ahipara purchases[3]. None of these previous reports, however, try to put the subject of particular purchases within the context of broader Crown policies.

This report will focus on four key Crown purchases within the broader context of Crown policies towards Maori land. I've selected the four purchases which appear to illustrate most effectively the general thrust of Crown policy and the Maori response to it. This report also picks up where I left off in "Empire on the Cheap" by examining the Crown's conceptions of Maori land rights. I then state my thesis regarding the central theme of this report: the question of extinguishment. Following this are three chapters on the four selected Crown purchases: the 1850 Waikiekie, the 1854 and 1856 Oruru, and the 1863 Mangonui purchases. In these chapters I will frequently refer to Crown actions towards the so-called "Old Land Claims", because I argue that Crown officials always considered public and private transactions together. I then devote a specific chapter to Crown

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1 Rigby/Koning, Preliminary Report, pp110-43.

2 Rigby, Mangonui Report, pp22-6; Oruru Report, pp34-49.

3 #D16 Richard Boast, Muriwhenua South and Ahipara Purchases (revised March 1992).

Reserves policy as it affected both Crown purchases and private pre-Treaty transactions. Finally, in this report I conclude with an examination of the issues arising from the evidence presented here.

(b) Crown conceptions of Maori land rights

In "Empire on the Cheap" I argued that two imperial illusions distorted the Crown's founding conceptions of Maori land rights. Crown officials initially believed that Maori had alienated most of their land, and that land in Maori hands was virtually valueless anyway. The vested interests of the main authors of the Treaty, Busby and Williams, and of the Chief Protector of the Aborigines also influenced the Crown's conceptions of the Treaty guarantees of Maori land rights. Busby, Williams and Clarke all engaged in numerous and extensive pre-Treaty transactions in Maori land. This gave them an undeniably vested interest in presenting such transactions as absolute and equitable alienations, and it gave Clarke, in particular, a vested interest in conceiving of Maori land rights as alienable in the European sense. Although Clarke presented this conception in pursuing his own land claims, as the Crown's chief land purchase officer from 1840 until 1845, the inherent complexities of Maori land rights forced him to modify such a simple view. By 1843 he was publicly (though not privately) conceiving of Maori land rights as complex and thus difficult (if not impossible) to alienate within extensive areas[4].

Clarke never even began his proposal to catalogue Maori land rights within distinct tribal areas from one end of the country to the other. In 1846 Earl Grey instructed Governor Grey to register or survey all Maori land, but he also failed to even begin this daunting task[5]. Despite the Crown's failure to define specific Maori land rights, Grey began to "extinguish" them throughout the

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[4] Rigby, Empire on the Cheap, pp9-14, 43-8.

[5] William P Morrell, British Colonial Policy in the Age of Peel and Russell (London 1930) pp321-2.

South Island and in the lower North Island during the late 1840s and early 1850s[6]. The question of how the Crown could "extinguish" rights, without knowing how to define those rights, is one closely related to the central theme of this report.

The Crown's first concerted attempt to understand Maori land rights post-dated the beginning of its final purchase drive in northern New Zealand. Chief Land Purchase Commissioner Donald McLean began this final drive in 1854 as Maori land purchase opponents began to organise in the central North Island[7]. In November 1854, the House of Representatives asked McLean's chief interpreter, C.O. Davis, to explain the Crown's conception of Maori land rights. Davis admitted that Maori land "claims" in northern New Zealand (roughly the area north of Taupo) were "intricate" and "very complicated"[8]. Governor Gore Browne followed up this parliamentary initiative in 1856 by commissioning a Board of Inquiry to investigate both "the present system of purchasing land from the natives", and Maori Affairs generally.

Gore Browne chose as members of the Board, the three Crown officials who dealt with Maori land on a daily basis during Grey's first Governorship: C. W. Ligar, his surveyor General (who chaired the Board), Major Nugent, his last Native Secretary; and T. H. Smith, a former Rotorua Resident Magistrate. In addition, Gore Browne appointed W. C. Daly, a member of the House of Representatives, as the fourth member of the Board[9]. This Board

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[6] For the South Island purchases, see Waitangi Tribunal, Ngai Tahu Report II: pp387-524, 587-646; and for the lower North Island, see Henry H Turton, Maori Deeds of Land Purchases in the North Island (Wellington 1877) vols I and II.

[7] Return of 1854 Purchases encl. in Wynyard to Grey 5 Jan. 1855, No. 39, British Parliamentary Papers [BPP] 1860 (2719) p66; McLean to Col. Sec. 30 Aug. 1855, No. 52, Turton's Epitome of Documents A-1:53-4.

[8] C.O. Davis, "Paper written ... for Native Land Purchase Committee, Nov. 1854, BPP 1860 (2719) pp259-60.

[9] Gore Browne to Labouchere 23 July 1856, No. 11, Ibid, pp235, 237.

followed an unusual method of inquiry. It devised a questionnaire from Gore Browne's instructions, and circulated it to thirty-four selected informants (24 Pakeha and nine Maori) prior to hearing their testimony. The Pakeha informants selected included McLean, two of his District Land Purchase Commissioners, Native Secretary Francis D. Fenton, Bishops Selwyn and Pompallier, James Busby and several missionaries and merchants from predominantly Maori areas such as the Hokianga and Waikato[10]. Gore Browne's instructions to the Board directed it to enquire into

1 Whether Maori negotiating the sale of their land to the Crown "could be required to mark it out" in the process of traversing the boundaries with surveyors.

2 Whether the Crown could publicly notify all Maori "claimants" to either appear and substantiate their claims during the transaction, or risk forfeiting their claims if they failed to appear.

3 Whether the Crown could issue individual land grants to Maori, and what (if any) conditions could be attached to such Crown grants[11].

After considering evidence submitted either in person or in writing from its 34 selected informants, the Board organised its final report in four main sections pertaining to Maori land. They were:

1 The nature of Maori customary land rights.

2 How to deal with multiple Maori land "claims".

3 The proper method for the Crown to purchase Maori land.

4 The need to individualise Maori land rights.

On the native of customary rights, the Board concluded that "title

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[10] Gore Browne memo. nd., encl. in Ibid., pp235-6.

[11] Ibid. In addition, Gore Browne asked the Board whether the Crown could appoint Maori Resident Magistrates; whether Pakeha medical officers could act as general Crown agents in Maori areas; whether selected Maori chiefs should be given scarlet uniforms with gold trim [!!]; and whether the sale of gunpowder and alcohol to Maori should be more effectively prohibited.

or claim to land ... arose from occupation [but] ... this title existed no longer than it could be defended from other tribes". It found that Maori land boundaries in some cases were "... clearly defined and admitted by adjoining tribes", but also contested boundary zones were "quite the reverse ...". The Board believed that Maori "claimed" ownership of all unalienated New Zealand land. Multiple tribal claims in the same area arose frequently as a result of inter-marriage and gift exchanges. Individual use rights within complex overlapping tribal areas further complicated the situation, but the Board concluded that individual rights were always subordinate to overriding tribal rights[12].

In analysing the impact of Maori customary rights and multiple overlapping "claims" on Crown purchase methods, the Board ventured into the realm of history with very limited evidence to rely upon. Largely upon the evidence submitted by a Bay of Islands landowner called "Captain Bolger", the Board found that the earliest land transactions between Maori and Pakeha were joint occupancy agreements, not absolute alienations. Bolger testified that this all changed between 1830 and 1835 when "the natives became more intelligent", and realised that they needed to alienate land to attract more Pakeha[13]. William White, one of the earliest Pakeha to arrive at Hokianga confirmed that initially Maori

> had no idea that they were alienating the land for ever, and from not knowing the language, it was impossible [for Pakeha] to convey that meaning to them ...[14]

Neither Bolger nor White substantiated their claims that by 1840 Maori were knowingly alienating their land. Nonetheless, on the basis of this "evidence" the Board concluded that

> in all subsequent [post 1840] transactions ... [Maori] gave

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12 Ibid. p237.

13 Bolger evidence 2 April 1856, Ibid., p262.

14 White evidence 1 May 1856, Ibid p288-9.

written titles in perpetuity with a right of transfer[15]

According to the Board, while Maori wished to attract Pakeha settlers, they were willing to sell them land on the most favourable terms. Once Pakeha established their own towns near Maori communities, however, Maori needed no more settlers. As a result, during the 1850s, Maori had begun to oppose sales. This, the Board found to be an intolerable situation, which could have been avoided had the Crown purchased more Maori land during the 1840s when it was cheap. The Board, therefore, recommended that the Crown should "speedily ... overcome" Maori opposition to sales

> for the longer [these] efforts are delayed, the more it will cost to extinguish the native title[16]

As a means of inducing Maori to sell, the Board thought the Crown should offer selected chiefs individual Crown grants in their land retained. The individualisation of Maori land rights would not only serve to facilitate Crown purchases, it would also civilise Maori by dissolving the tribal bonds that deterred them from developing their land[17]. On Crown purchase methods, the Board called upon the Crown to register all Maori claims before negotiating with the rightful owners. They agreed with Gore Browne that Maori should traverse Crown purchase boundaries with surveyors so that the "whole of the transaction should be the act of the natives themselves". Likewise, where the Crown agreed to reserve land for Maori within the purchase boundaries, such reserves "should be ... surveyed before the completion of the purchase of the surrounding land"[18].

The 1856 Board of Inquiry's investigation was flawed in several respects. Firstly, it wasn't an independent commission of inquiry

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15 Board Report 9 July 1856, Ibid., pp237-8.

16 Ibid., p238

17 Ibid., pp238-9.

18 Ibid., pp240-1.

because the Crown dominated the Board's membership. Secondly, it selected 34 informants without revealing the grounds for its selection. If knowledge of Maori land rights was the special quality looked for in informants, why weren't more Maori called upon to provide information? Presumably, Maori knew more about their own land rights than Pakeha, and by 1856 there were large numbers of bilingual Maori. Also, how representative were the nine Maori informants (out of 34) of the available Maori expertise?

Of the nine Maori informants, four came from the Auckland area (none came from the Hokianga or Muriwhenua) and four described themselves as missionaries or ministers. Yet even among this group, which represented Maori who inhabited the Pakeha world, there was no consensus in favour of wholesale Crown purchase and Crown grants. Ihaka Takanini told the Board that Maori would sell land to the Crown only when it was "clear of adverse claims and the price is fair ..."[19]. Riwai Te Ahu of Waikanae and Wiremu Maihi of Rotorua pointed out that multiple overlapping Maori land rights meant that they "matted together" causing confused boundaries. Maihi also explained that Maori opposition to sales in Taranaki and Waikato recognised the consequences of earlier "sales" in the Bay of Islands where Maori now "cultivate on the tops of hills and the clefts of the rocks ..."[20]. Paora [Tuhaere?] of Orakei told the Board that any further purchases in the Auckland area would have to respect the rights of three large tribal groups (presumably Ngati Whauta, Ngati Paoa and Ngati Haua)[21].

On the question of Crown grants for Maori chiefs, only Kepa of Maketu supported them categorically. Tamati Ngapora of Mangere informed the Board that Auckland area Maori discussed the subject at length three years earlier, but after considering the associated

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19 Takanini evidence 3 April 1856, Ibid., p277.

20 Te Ahu and Maihi evidence, 10, 14 April 1856, Ibid., pp278-9.

21 Paora evidence 14 April 1856, Ibid., pp280-1.

survey costs, no consensus was possible[22]. Te Tira Taiwhanga of Kaikohe related his failure to "purchase" land from Rotorua Maori where he served as a missionary. He predicted that only if he threatened to leave would the Rotorua people "give me a piece of land ... as they will not like to lose me"[23]. Taiwhanga clearly failed to distinguish between the Maori custom of gifting land to valued outsiders, and the Pakeha practice of purchasing it without any strings attached.

Pakeha informants similarly failed to distinguish between Maori and Pakeha conceptions of land rights. Like Bolger and William White, Searancke (a surveyor in the Waikato) stated that during "the early period of colonisation ... [Maori] did not suppose they were selling the fee simple of the land". He did not state what Maori thought they were doing with their land[24]. William Webster attributed Maori willingness to "sell" Hokianga land to their acceptance of the fact that they belonged to a dying race[25]. Busby, the main author of the English text of the Treaty of Waitangi, insisted that Maori were clamouring to "sell" their land during the 1840s, and the Crown's failure to "buy" it at prices comparable to those paid by pre Treaty "buyers" like himself constituted a Treaty breach[26]. Fenton supported Busby's views, stating that Kaipara Maori believed that in granting the Crown the "first option" to buy their land at Waitangi, the Treaty obligated the Crown to either exercise or waive this right[27].

Clergymen giving evidence also failed to distinguish between Maori gifting customs and Pakeha purchase. Burrows of the CMS said

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22 Kepa and Ngapora evidence, 16, 24 April 1856, Ibid., pp281-2, 285-6.

23 Taiwhanga evidence 26 April 1856, Ibid., pp286-7.

24 Searancke evidence 2 April 1856, Ibid., p263.

25 Webster evidence 4 April 1856, Ibid., pp264-5.

26 Busby evidence 30 April 1856, Ibid., pp295-6.

27 Fenton evidence 9 April 1856, Ibid., p267.

northern Maori "sold" most of their land prior to 1840. Selwyn identified Maori resumption of land Pakeha had "purchased" but hadn't occupied as the cause of a clause in CMS deeds forbidding such resumption[28]. Whitely of the Wesleyan Missionary Society pointed out how much resumption, which he, too, had experienced, showed that Maori "were not very clear on the point of alienating their lands for ever ...". Pompallier observed something similar[29].

Crown officials engaged in purchase activity appeared to grasp the complexity of Maori land rights, but did not appear to grasp the implications of this for their own work. McLean's translator, C. O. Davis, who doubled as the Board's Secretary, listed eight separate categories of Maori land rights. He believed Maori rights were established by occupancy, conquest, gift, compensation, permitted visitation, military encounters, tragedy, and by the location of special sources of food. He honestly thought that Maori "claims" were so "diversified" and "entangled" that even knowledgable people couldn't "unravel" them, and this was "not always understood by those who purchase ..."[30]. McLean fully appreciated how individual use rights were thoroughly

> entangled with the general interests of the tribe, and often with claims of other tribes who may have migrated from the locality

Nonetheless, McLean made few concessions to this complexity in his Department's purchase policies. He favoured the rapid, but careful, extinguishment of Maori land rights[31].

After the Board presented its report to the Governor, McLean

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[28] Burrows and Selwyn evidence 4 April 1856, nd., Ibid., pp265, 270-4.

[29] Whitely and Pompallier evidence 18 April 1856, nd., Ibid., pp274, 294.

[30] Davis evidence April 1856, Ibid., pp290-1.

[31] McLean evidence 17 April 1856, Ibid., pp303-5.

applauded its recommendations as entirely consistent with the practices of his Native Land Purchase Department. He informed Gore Browne that he had already instructed his District Commissioners to investigate multiple Maori claims "and all other subjects connected with the nature of their tenure ..." before commencing Crown purchase negotiations in any given area.

He agreed that Maori were most jealous of their

> title to land and the utmost caution must be observed in every step taken towards its acquisition.

He agreed in principle to individualising Maori rights to land retained after purchase as "the surest means of breaking up their tribal confederacies". Nonetheless, he believed Crown granting reserved or retained Maori land was "impracticable for the present". On the question of Maori alienation rights, McLean admitted that

> the natives have of themselves no original idea of a transfer or exchange of land in perpetuity, ... this idea has only of recent years become fully intelligible to them as a matter of bargain and sale, in which light alone can they understand the subject ...[32].

Here McLean's remarks are vague enough to be interpreted in different ways. He appears to be saying that while Maori could understand the consequences of individual transactions, they could not understand the full implications of absolute alienation. Alienation transformed land from what it was in Maori society, a nexus of human relationships, to an impersonal commodity exchangeable in an open marketplace[33]. McLean may have understood the fundamental differences between Maori and Pakeha conceptions of land rights, but if he did, he didn't let this understanding

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[32] McLean to [Gore Browne's] Private Secretary 4 June 1856, Ibid., pp306-8.

[33] On this distinction, see Chris Gregory, Gifts and Commodities (London 1982), pp12, 41, 71, 93, 115-6, 163.

deter him from promoting the rapid and extensive Crown purchases he supervised during the 1850s and 60s.

McLean also appears to have understood the fact that general alienation amounted to what he entitled his 1861 report to the House of Representatives: "the extinguishment of Native Title". The concept of a radical and systematic extinguishment of land tenure grew out of the European transition from feudalism to capitalism which preceded a similar transformation of Maori land tenure. Extinguishment transformed inalienable collective land rights into alienable individual rights. In England this centuries long process was known as the enclosure movement by which a landed gentry gradually extinguished the common rights of customary tenants. Had this process been dictated by Parliament, it would have been completed in the 17th century with revolutionary consequences. As it was, the Crown deliberately slowed down the process to ease its impact on the uprooted rural majority[34].

The Crown played a similarly protective role in respect to the findings of the 1856 New Zealand Board of Inquiry into Maori land. Fenton correctly assumed that the Board's report

> will, for some years to come, be taken as the standard of reference, and possibly the basis of the future legislation on and administration of Maori affairs ...[35].

The Board's recommendation on the individualisation of Maori land rights indeed led to the passage of "An Act to enable the native tribes of New Zealand to have their territorial rights ascertained and to authorise the issue in certain cases of Crown grants to the Natives", the so-called Native Rights Act of 1858. The Crown in London, however, disallowed this piece of colonial legislation on the grounds that it failed to protect Maori from improvident

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[34] Karl Polyani, The Great Transformation (Boston 1944), pp33-42, 269-77; E P Thompson, Whigs and Hunters (New York 1975), pp31-3, 53-4, 130-2, 187-9, 239-41, 263-9.

[35] Fenton to [Gore Browne's] Private Secretary 3 July 1856, BPP 1860 (2719) pp308-9.

alienation, and because it failed to obtain Maori consent[36].

The Crown's disallowance of the Native Rights Act meant the task of registering and surveying Maori land was once more postponed. While this protected Maori from the devastating consequences of individualisation, it also left the Crown without a clear conception of Maori land rights. In an effort to remedy this situation, Gore Browne commissioned Fenton to survey Maori population during 1858. His proposal to reverse the continued depopulation of Maori areas required the successive extinguishment and individualisation of Maori land tenure.

In his published report, Fenton argued that customary land rights were "generally obscure and often conflicting ...". Furthermore, they promoted a "desultory plan of [shifting] agriculture, whereas combined extinguishment and individualisation would achieve that "grand requisite of civilisation, fixity of residence"[37]. Fenton's proposal "for the Partition and Enfranchisement of Lands held under Native Tenure" drew heavily on European legal precedents. He believed Maori would not willingly seek individual Crown grants because it "infers that his own [customary] title is imperfect". Instead, the Crown could preserve a fiction of customary title by offering several Maori certificates rather than individual grants. The responsibility for discovering the rightful owners of each block "should be thrown upon the Maoris, so that the dignity of the Crown should in no case be compromised ..."[38].

The man who became the founding Chief Judge of the Native Land Court proposed in 1859 that a "Native District Court" with summary jurisdiction should register Maori land. This system would transform customary rights into a "very tractable tenure ...

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[36] Carnavon to Gore Browne 18 May 1859, No. 1, BPP 1860 (492) pp.171-3.

[37] F D Fenton, Observations on the State of the Aboriginal Inhabitants of New Zealand (Auckland 1859), pp41-2.

[38] Ibid., p43.

resembling the copyhold or base tenure of England ...". Like English customary tenants, Maori could then alienate their title to Pakeha who would receive individual Crown grants. Thus, the extinguishment of Maori land rights would be followed by individualisation[39]. This was essentially the prescription followed by the Crown when the Native Land Court under Fenton commenced its operations in 1865. The Crown never developed a clear conception of Maori land rights. The only thing it was clear about was its determination to extinguish them.

(c) Thesis statement

The thesis of this report is that between 1850 and 1865 the Crown sought what amounted to a general extinguishment of Maori customary land rights in Muriwhenua. The two main architects of Crown purchases in Muriwhenua, William Bertram White and Henry Tacy Kemp, pursued general extinguishment by coterminous surveys. In pursuing this policy, White even claimed the support of the main author of the Maori text of the Treaty of Waitangi, Henry Williams. In late 1857 White wrote that both Williams and he agreed "that the native title should be extinguished on all lands [in Northland] as soon as possible ..."[40].

With the support of McLean and Land Claims Commissioner Francis Dillon Bell, White and Kemp ensured that the surveys of Crown purchases and Old Land Claims were as coterminous as possible. To illustrate this point, the reader is invited to examine Map 1, "Crown Purchases and Old Land Claims 1865: Mangatete, Oruru and Mangonui" on page 18. The land included in this map was the most valuable agricultural land in the 19th century Muriwhenua which is why the four Crown purchases I've selected to examine in detail all fall within this area. Map 2 on page 19 "Crown Grants and Surplus land 1865" in the same area shows how the Crown divided up the

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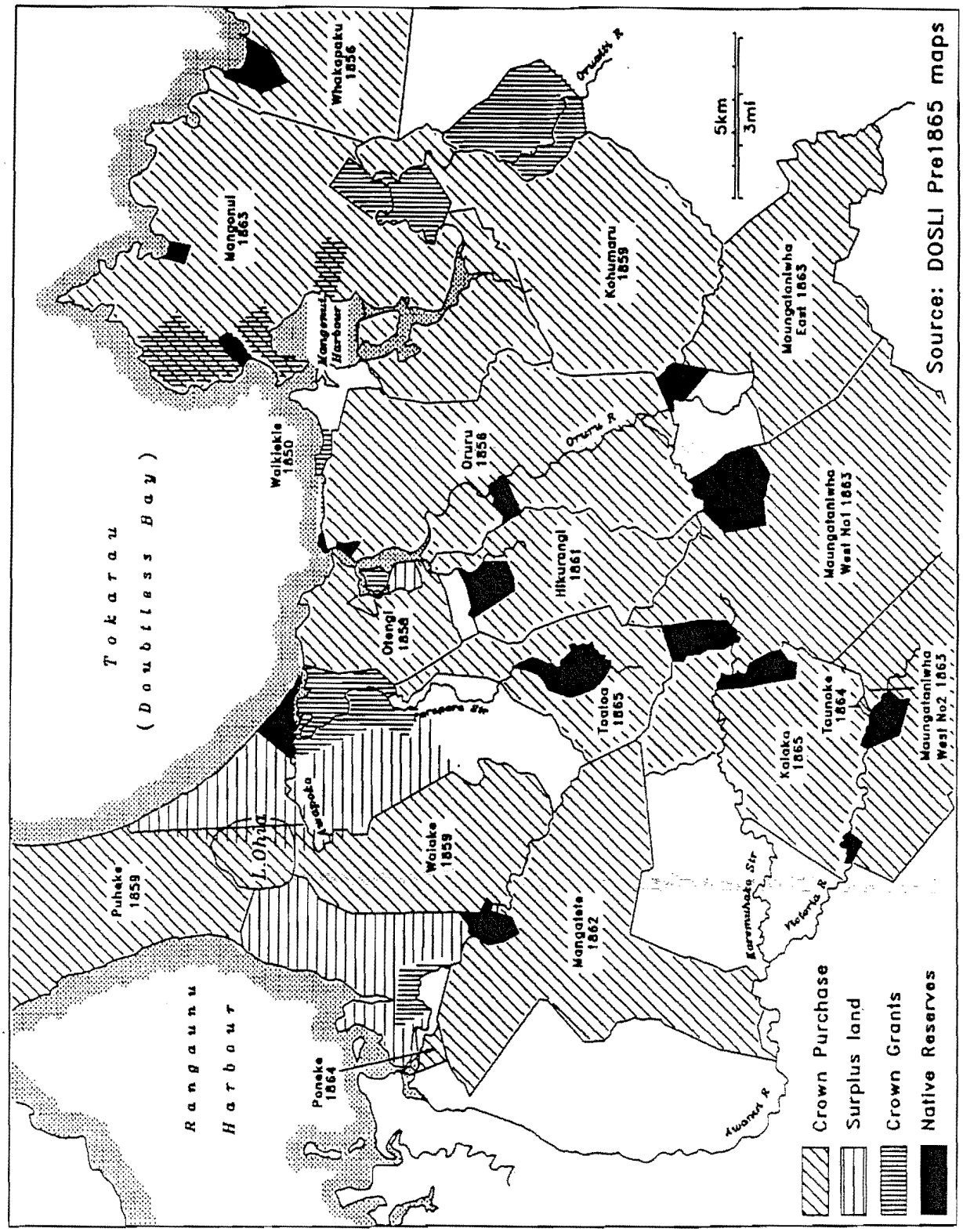
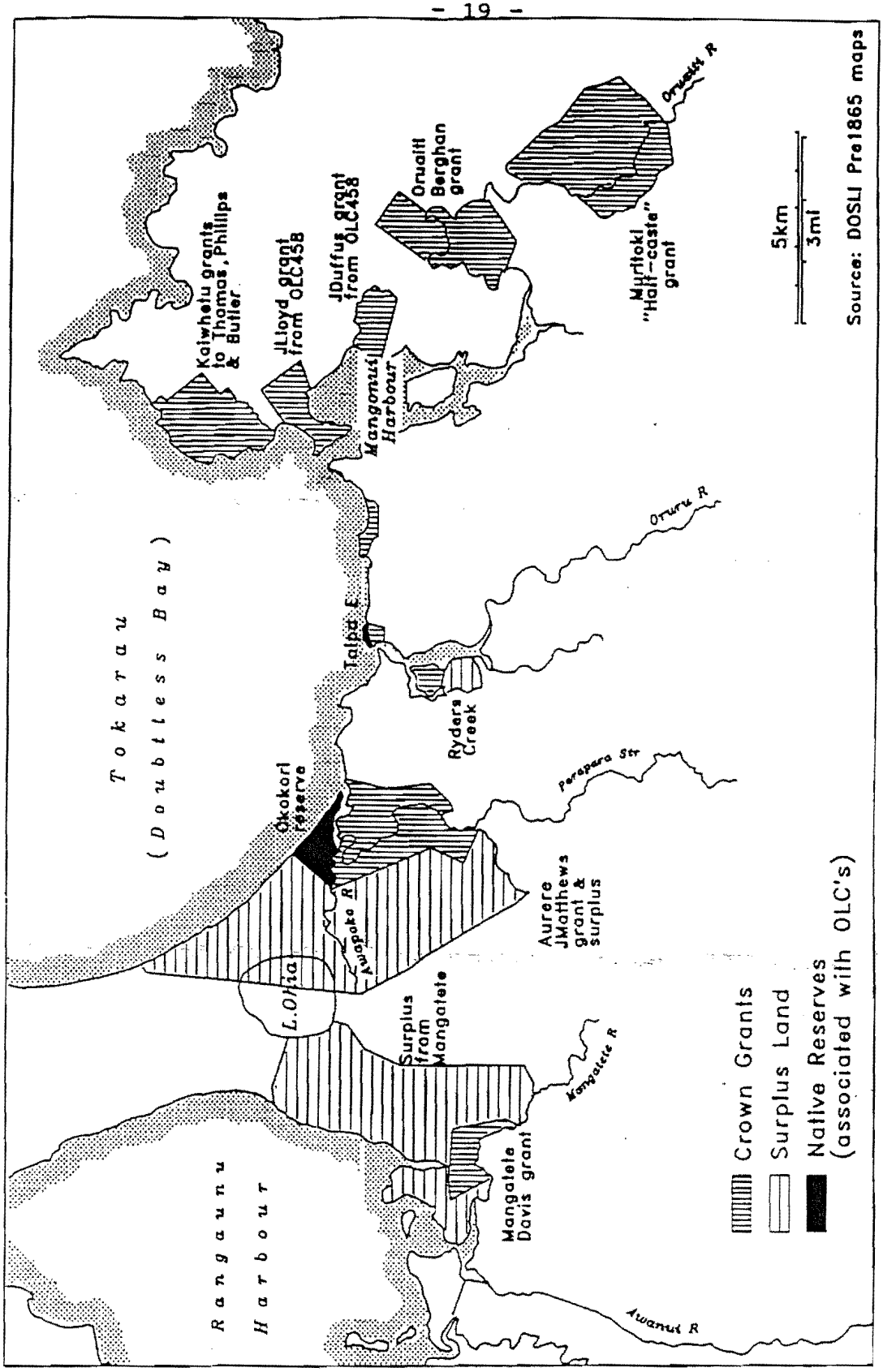
39 Ibid., pp43-4.

40 White to McLean 10 Nov. 1857, McLean papers 633, Alexander Turnbull Library [ATL].

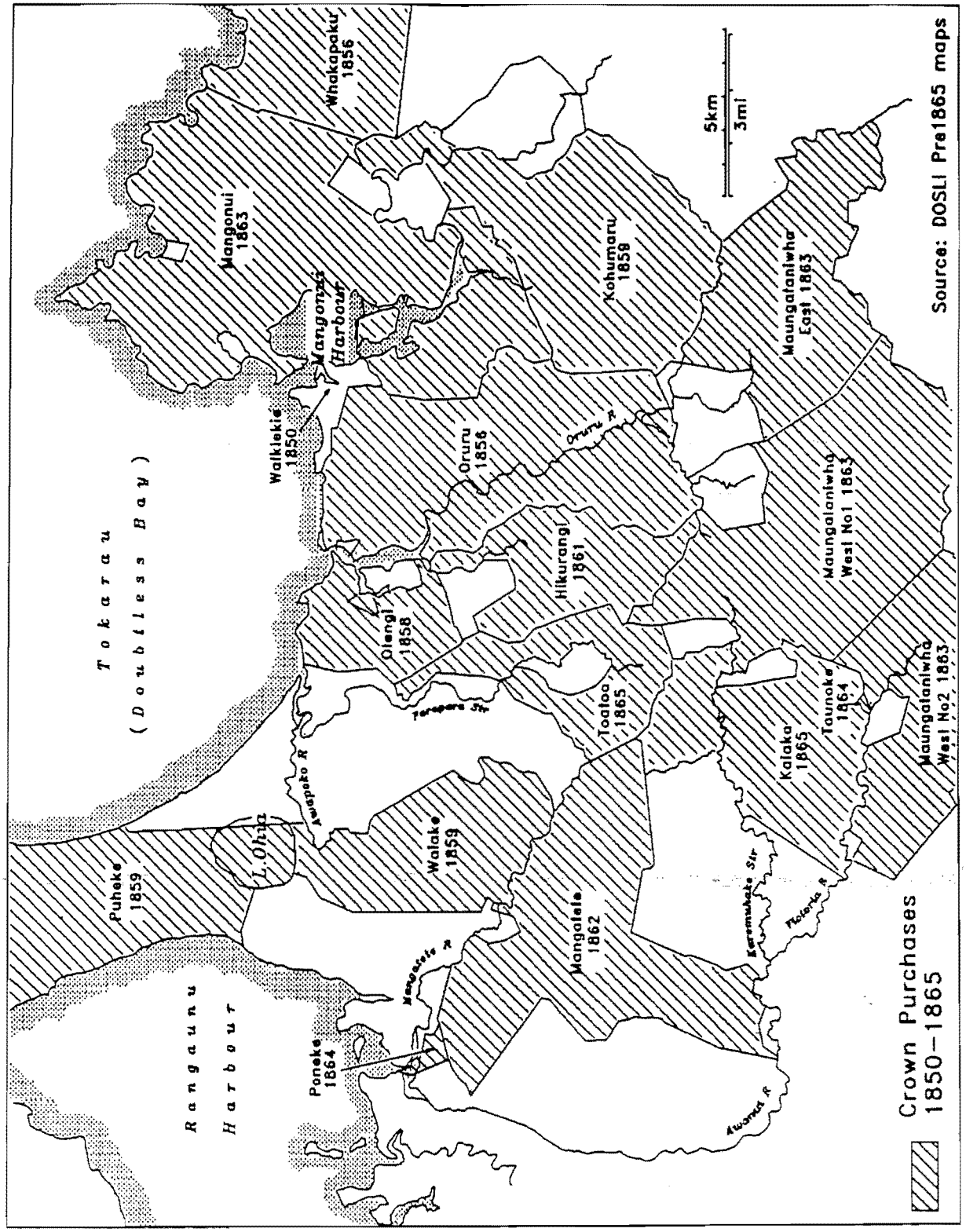
areas claimed in pre-Treaty transactions but not surveyed until the 1850s and 60s. Map 3 on page 20 shows Crown purchases by themselves in the same area. Finally, Map 4 "Awanui-Kaitaia-Ahipara Land 1865, like Map 1, shows on page 21 the coterminous boundaries of Crown purchases and Old Land Claims in this area adjacent to Mangatete.



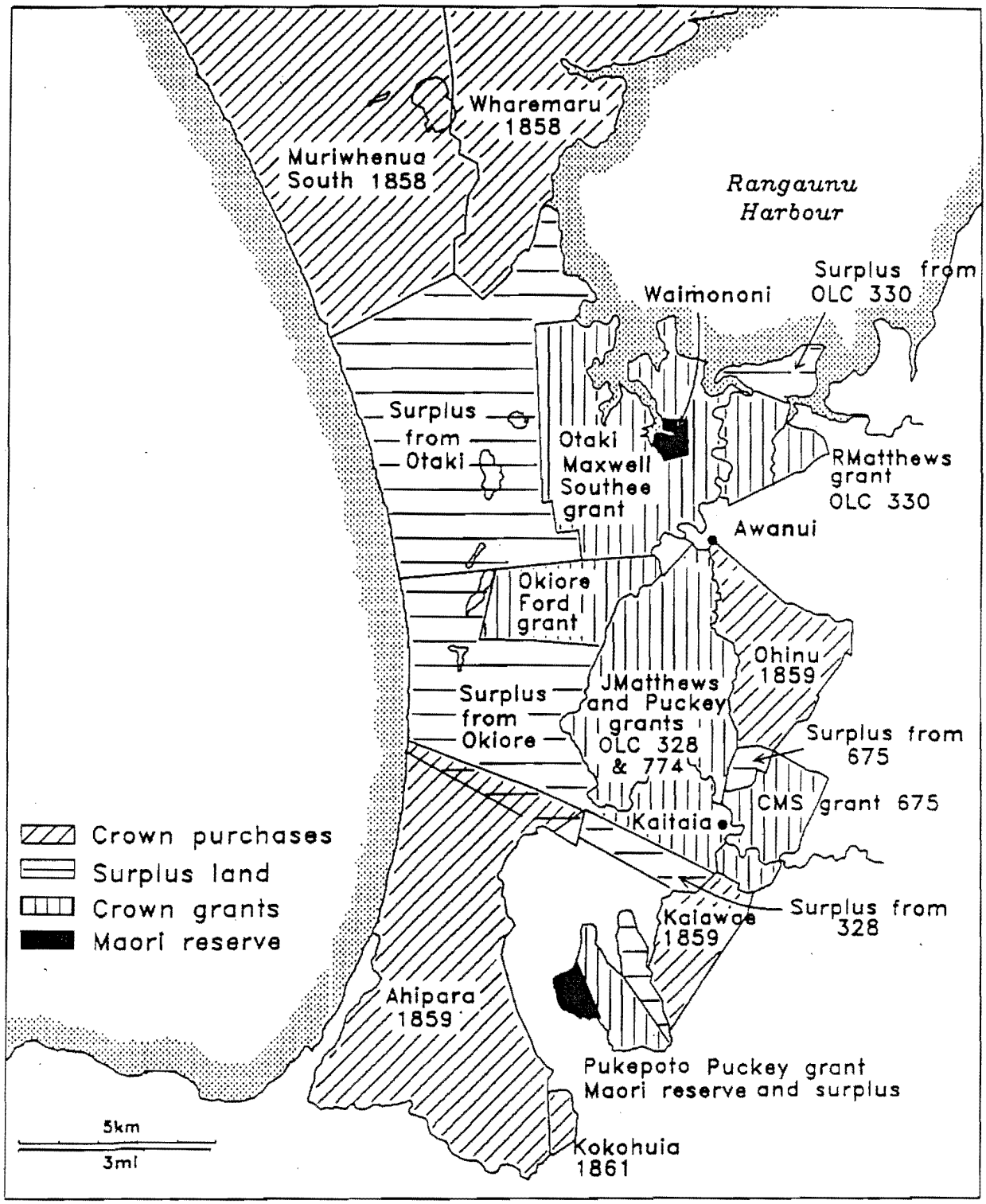
Map 1: CROWN PURCHASES AND OLD LAND CLAIMS 1865
MANGATETE, ORURU AND MANGONUI



Map 2: CROWN GRANTS AND SURPLUS LAND 1865
MANGATETE, ORURU AND MANGONUI



Map 3: CROWN PURCHASES 1850–56 MANGATETE, ORURU, MANGONUI



Map 4: AWANUI–KAITAIA–AHIPARA LAND 1865

White and Kemp's main motives for pursuing general extinguishment by coterminous survey were that this was consistent with the Crown's overall policy, but also because they saw general extinguishment as a way of nipping Maori protest in the bud. White in early 1857 informed McLean that Maori "claim a great deal of land they have no right to ..." especially in unsurveyed areas[41]. Kemp pointed out in 1856 that if the Crown did not survey unoccupied Old Land Claim areas, "some difficulty will be found in reclaiming this land [from Maori] ..."[42]. Again, the following year he reminded McLean that if Maori were allowed to resume these lands, the Crown would have to "repurchase them"[43].

Although McLean did not comply with Kemp's request to have Crown surveyors define the boundaries of the surplus and scrip areas within Old Land Claims, Bell ensured that private surveyors would perform the task[44]. In 1859 Kemp told McLean that unless Bell acted decisively to reject Maori attempts to resume surplus and scrip areas, Pakeha would have little confidence in the potential of Northland for economic development based on secure property[45]. Kemp's fears were groundless. Bell was resolute in defending the Crown's interests against Maori protest[46].

As a surveyor White worked closely with Bell and Kemp to achieve the coterminous result illustrated by Maps 1 and 4 on pages 18 and 21. In 1858 White informed Bell that he was about to survey a Crown purchase near Mangonui, and that he was prepared to survey

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41 White to McLean 9 March 1857, Ibid.

42 Kemp to McLean 6 April 1857, No. 9, Appendices to the Journals of the House of Representatives [AJHR] 1861, C-1, pp5-6.

43 Kemp to McLean 11 Feb. 1857, No. 30, Ibid., pp16-18.

44 Kemp to McLean 29 May 1856, No. 52, Ibid. p26; McLean to Kemp 28 June 1858, No. 56, Ibid. p28.

45 Kemp to McLean 20 Feb. 1859, McLean papers 368.

46 See, for example, his rejection of Maori protest over the Clarke, Williams and Davis claims at Waimate. Bell's notes 13 Oct. 1857, OLC 5/34.

the largest Pakeha claim exchanged for scrip at the same time[47]. The following year he asked Bell to authorise him to connect the boundaries of the Puckey/Pukepoto, Matthews/Kaitaia, and Davis/Mangatete claims[48]. When the Davis/Mangatete boundary didn't stretch across to the Waiake Crown purchase boundary, Kemp filled in with a later Mangatete Crown purchase[49].

The thesis of this report, therefore, takes the conclusions of my previous reports a step further. In previous reports I've argued that Maori were progressively dispossessed in the most agriculturally productive areas between Ahipara and Whangaroa while they retained land in the least productive areas of the Muriwhenua North, Karikari and Whangape/Herekino areas. In the conclusion of the Preliminary Report, John Koning and I suggested that private individuals pursuing Old Land Claims contributed to this dispossession. The Crown, we implied, was guilty of the sin of omission, of failing to protect Maori against claims which distorted the nature of pre-Treaty transactions[50]. In this report, I'll argue that the Crown's policy in pursuing general extinguishment by means of coterminous surveys was an act of commission, not omission.

(d) Settlement, Trade and Gift Exchanges

The Crown sought the general extinguishment of Maori land rights in Muriwhenua as necessary to facilitate Pakeha settlement. As I've argued in "Empire on the Cheap", the Crown subordinated Maori interests to the creation of a disposable public domain during the 1840s[51]. As world economic conditions boosted the movement of

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47 White to Bell 23 March, 20 Dec. 1858, OLC 1/875-7, pp163-6, 152-4.

48 White to Bell 12 May 1859, OLC 1/382, pp14-15.

49 Kemp to McLean 12 Sept. 1859, No. 80, AJHR 1861 C-1, p38; Mangatete Deed 2 Aug. 1862, Turtons Maori Deeds I:15-16.

50 Rigby/Koning, Preliminary Report, pp190-1.

51 Rigby, Empire on the Cheap, pp18, 21, 55-6, 67-9, 78-9.

people from Britain and Australia to New Zealand during the 1850s, the Crown responded with pro-settler policies. In late 1858, the Assistant Native Secretary urged Kemp

> to complete the purchases under negotiation in your district with the least possible delay, the quantity of land at the disposal of the Provincial Government being insufficient to meet the requirements of immigrants expected to arrive in the Colony within the next year[52].

In response, Kemp reported six weeks later that his recently completed purchases "connect a long line of country North of Mangonui, over which the Native title will have been extinguished"[53]. Once "Native title" was extinguished the land was, as far as the Crown was concerned, "open for settlement". By September 1859 Kemp claimed virtually all the land from Ahipara to Mangonui had been "connected by survey lines ... making, with but little interruption, one continuous and complete block"[54].

White, as Chief Crown agent residing in Muriwhenua, promoted Pakeha settlement at every opportunity. In some cases he declared areas "open for settlement" without first having properly resolved Maori claims to them. For example, he settled Pakeha in the Taipa/Oruru area during 1853-1854 before completing the 1854 and 1856 Oruru, and the 1858 Otengi purchases[55]. He also allowed a group of settlers headed by Thomas Ball to move into the Oruaiti Valley in 1859-1860 before the 1863 Mangonui purchase supposedly extinguished Maori land rights in that area[56]. In 1860 an unnamed Mangonui parliamentary candidate applauded "any measure for the better government of the Maori race, and a more easy acquisition of their land ...". He may have been Thomas Ball who eventually entered

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52 Smith to Kemp 29 Nov. 1858, No. 65, AJHR 1861, C-1, p32.

53 Kemp to McLean 18 Jan. 1859, No. 68, Ibid. pp33-4.

54 Kemp to McLean 12 Sept. 1859, No. 80, Ibid. p38.

55 Rigby, Oruru Report, pp34-40.

56 Neva Clarke McKenna, Mangonui: Gateway to the Far North (Kerikeri 1990) pp121-3, 175-7.

parliament in 1866[57].

While it's obvious why the Crown wanted to obtain land for Pakeha settlement, the reasons why so many Maori signed so many Crown purchase deeds aren't obvious. The Preliminary Report proposed that Maori cash needs may have motivated them. During the era of pre-Treaty transactions Maori became dependent upon European goods which made them vulnerable to the contraction of the colonial economy and the suspension of land transactions after 1841[58]. By 1850 Maori were still in need of European goods such as clothing, blankets and medicines, while they could pay for such goods only with food crops and pork exchanged with Pakeha traders.

Did the Maori trading position improve as the world economy expanded and Pakeha settlement increased during the 1850s? The sparse available trade statistics for Muriwhenua, and demographic data, does not support the argument that Maori benefitted from increased participation in the colonial commercial economy during these years. The trade statistics published in the official Statistics of New Zealand volumes between 1853 and 1865 reveal few discernable trends apart from distinctly unimpressive exports figures[59]. The best available demographic data suggests a continuing decline in the Muriwhenua Maori population during the 1850s, and by 1861 the increased Pakeha population hadn't replaced the decreased Maori population[60]. Rarely do regions experiencing a depletion of human resources expand productive activity. For all White and Kemp's efforts to replace Maori with Pakeha, only after 1865 were these efforts greeted with success.

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[57] Auckland Examiner 29 Nov. 1860, cited in Keith Sinclair, The Origins of the Maori Wars (Auckland 1957) pp5-6.

[58] Rigby, Empire on the Cheap, pp88-92.

[59] See Appendix: "Statistics Relevant to Muriwhenua 1853-1865" (compiled by Aaron Mikaere) pp3-11.

[60] Fenton's 2,000 estimate of the Muriwhenua Maori population in 1857 probably underestimated that population by as much as 25%. By 1861, however, Pakeha residents still numbered only 650. Rigby/Koning, Preliminary Report, pp104-7.

White and Kemp's reports on unimpressive economic activity confirm these statistically based observations. In 1856 Kemp reported that throughout the North Maori had made "little advance in civilisation, probably owing to the limited trade that is carried on ..."[61]. White repeatedly referred to the "indolence" of Muriwhenua Maori. In 1859 he told Fenton that they exhibited "a general desire of improvement, which they want the energy to carry out"[62]. Two years later White reiterated his firm conviction that "the Rarawa", or Muriwhenua Maori, were

> not only the most loyal, but [also] the most indolent of the New Zealand tribes[63].

On the 20th anniversary of his arrival at Mangonui, White recalled how impressed he was by the size of Maori villages, especially in the Ahipara area, back in 1848. He noted that during the late 40s Maori conducted a brisk trade with whalers at Mangonui, but this trade had fallen off subsequently. In 1868 White regretted that "the country is almost a waste, the population dwindled to a few hundreds"[64]. White also regretted how Captain William Butler dominated the Mangonui provisioning trade, so Maori would have found it difficult to profit from commercial activity at the region's chief marketplace[65].

White's repeated references to Maori "indolence" can probably be interpreted as Maori unwillingness to participate in trade without the hope of a reasonable return for their labour. Maori definitely appear to have been cash-short during most of the 1850s and 60s.

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61 Kemp to McLean 6 April 1859, No. 9, AJHR, 1861, C-1, pp5-7.

62 Fenton, Aboriginal Inhabitants p32.

63 White to Governor 30 March 1861, No. 7, AJHR, 1862, E-3d, pp5-6.

64 White to native Department 5 Sept. 1868, No. 16, Ibid., 1868, A-4, pp36-7.

65 White to McLean 29 Jan. 1859, McLean paper G33.

Crown purchases were probably their only source of cash. Kemp was certainly aware of how this improved his bargaining position when, in 1859, he wrote

> There is a prospect of more purchases being made in that [Mangonui] district as soon as the Natives are short of money ...[66]

Any attempt to understand the Muriwhenua Maori economy of the Crown purchase period must pay serious attention to the persistence of gift exchange patterns. Most historians examining Crown purchases have failed to identify what remained fundamentally different in the Maori economy. Maori allocated resources, including land, to support human relationships, and they exchanged resources in non-profitable ways. Firth's identification of gift exchanges as an essential part of Maori economics, and Gregory's explanation of the fundamental difference between gifts and commodities should give historians plenty to think about[67].

Parsonson fails to distinguish between gifts and commodities in her analysis of the "Pursuit of Mana" in 19th century Maori society[68]. Gifting practices were diametrically opposed to exchanging impersonal commodities for profit. In Muriwhenua society prodigious amounts of labour and goods were invested in "out-gifting" neighbouring iwi.

White recorded with undisguised contempt how Maori would regularly organise massive hakari, or gifting ceremonies, on the beach at Ahipara. These would often absorb all the disposal wealth of

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[66] Kemp to McLean 24 March 1859, Ibid 368.

[67] Raymond Firth, Economics of the New Zealand Maori (Wellington 1959) pp362-3, 422-3; Gregory, Gifts and Commodities, pp 8, 12, 41, 71, 91.

[68] Ann Parsonson, "The Pursuit of Mana" in Oxford History of New Zealand (Auckland 1980) pp148-9. Belich takes her argument even further by suggesting that mana was a Maori form a capital. "The Governors and the Maori 1840-1872" in Oxford Illustrated History of New Zealand (Auckland 1990) pp80-1.

entire communities in the form of food, cloth, tobacco and cash. White correctly believed such practices to be antithetical to the transformation of Maori into profit maximising individuals free of social obligations. He even deluded himself into thinking that he had stamped out such "wasteful" practices during the 1860s and 70s[69]. At times Maori realised that too many massive hakari would exhaust their productive resources. At Ahipara in May 1863, Te Rarawa hapu called for a respite since they had been unable to match Ngapuhi's munificence[70].

Gifting as an enduring feature of Maori society may explain two things about Maori participation in Crown purchases. Firstly, Maori probably approached these transactions with gift exchange assumptions. In Maori terms, land rights could be exchanged as gifts in return for cash, Crown services and valuable Pakeha settlers. In "Empire on the Cheap" I've interpreted Panakareao's relationship with the Crown during the 1840s as one featuring reciprocal obligations following gift exchange. The Crown assiduously presented important Maori leaders like Panakareao with gifts, beginning with a schooner and Pakeha captain to sail it, and ending with ann annual pension during the 1850s[71]. Assessor salaries awarded to selected chiefs assisting White in the administration of justice would also have been perceived by Maori as gifts.

Secondly, the powerful social and cultural demands to generate goods and cash for hakari may have driven Maori to participate in Crown purchases. Thus Crown purchases could be seen both as gift exchange transactions, and as a means to raise money for other gift exchange transactions. The chief features of gift exchanges as

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[69] Extracts from the Reminiscenses of William Bertram White 1822-1910 (typescript, Auckland Public Library) p9.

[70] Account of Meeting held at Ahipara May 1863, Grey papers, APL.

[71] McLean to White 4 Dec. 1857 MA 4/2 pp187-8. When Panakareao's brother sought to inherit hsi pension, McLean described it is a "gift of annuity".

Firth describes them may well apply to Maori participation in Crown purchases. These features were

1 Their apparent spontaneity without a specifically defined return (tuku).

2 The giver's overpowering but undefined expectations of return compelling the receiver to reciprocate.

3 The giver's equally overpowering but undefined expectation that the receiver would reciprocate not just in equal measure, but with greater generosity[72].

A further feature not listed by Firth, but equally important, was that gift exchanges were designed to sustain human relationships over time. Thus the expected return might take years to arrive, but meanwhile the giver and receiver would continue to sustain their relationship in some way.

(e) The Gift of Life

The Maori relationship with missionaries illustrates the importance of gifting. In the context of the steady decline in Maori population, missionaries offered two major gifts: spiritual solace and healing. In addition to the deathbed conversions noted in the Preliminary Report, Matthews and Puckey also converted many of those who recovered from life-threatening diseases[73]. Despite the medicines they administered to Maori, the missionaries practised what amounted to faith-healing. Few of their medicines possessed the anti-biotic qualities necessary to control infectious disease, but they must have had a placebo effect while the powerful biblical message of hope and everlasting life apparently completed the healing process.

The way in which Maori stood by the Kaitaia missionaries when their Bishop tried to remove one of them, and when the Crown criticised their land-holding, shows how Muriwhenua people valued their

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72 Firth, Maori Economics, pp 422-3.

73 Rigby/Koning, Preliminary Report, pp 105-6.

services[74]. Panakareao strained his relations with Puckey and Matthews when he moved from Kaitaia to Oruru in 1846. Although he left two chiefs, probably Rawiri Tiro and Hohepa Poutama, as guardians of the mission station, Panakareao had strayed from the fold as far as the missionaries were concerned. Even though he returned to die at Kaitaia in 1856, Puckey never forgave him[75].

As indicated in the discussion of the Crown's 1847 attack on the Kaitaia mission in "Empire on the Cheap", the missionaries observed their reciprocal obligations to Maori by sharing CMS land with them[76]. Since this was the original pre-Treaty transaction, it must have influenced the Maori understanding of subsequent transactions with the Crown. Though seldom referring to Crown purchases in their Journals, Puckey and Matthews clearly supported them, and encouraged Maori to think of them as gifts.

In reporting the 1859 Ahipara purchase, Puckey and Matthews believed

> The Rarawa chiefs have shown the utmost liberality in giving so fine and large a proportion of ground - and they well deserve a good and kind class of settlers ... We think they are acting wisely, although the occupation of the tends of Shem by the sons of Japeth may much increase our labours ...[77].

While the missionaries encouraged Maori generosity in giving good land to attract good settlers, they were convinced that the sons of Japeth [Pakeha] would eventually displace to descendants of Shem [Maori]. In other words, Maori in giving land would give life to another kind of society, one quite different to theirs.

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74 Rigby, Empire on the Cheap, pp80-4.

75 Puckey Journal (13 April 1856) II: 325-6.

76 Rigby, Empire on the Cheap, pp80-4.

77 Annual Report 31 Dec. 1859, Puckey Journal II: 405, 408-9.

(f) The Gift of Loyalty

While Muriwhenua Maori stood loyally beside their missionaries, White also repeatedly referred to their loyalty to the Crown. If this loyalty is seen as a Maori gift given initially at Kaitaia on 28 April 1840, Maori participation in Crown purchase transactions during the New Zealand Wars may have represented a continuation of this special gifting practice. John Koning and I broached this subject in the Preliminary Report. The following chronological list of Crown purchases demonstrates how half of them coincided with the main years of the New Zealand Wars (1860-1865).

TABLE 1 : MURIWHENUA CROWN PURCHASES 1850 - 1865

BLOCK	DATE		AMOUNT (£)	AREA (ACRES)
WAIKIEKIE	3 MAY	1850	5	32
ORURU VALLEY	17 SEPTEMBER	1856	350	9,110
TE WHAKAPAKU	22 DECEMBER	1856	200	2,688
MURIWHENUA (SOUTH)	3 FEBRUARY	1858	1,100	86,885
WHAREMARU	3 FEBRUARY	1858	400	13,555
OTENGI	3 FEBRUARY	1858	230	2,722
KOHUMARU (UPPER)	29 AUGUST	1859	400	11,062
WAIAKE (UPPER AORERE)	30 AUGUST	1859	220	6,950
KAIAWE	7 SEPTEMBER	1859	59	1,375
PUHEKE	7 SEPTEMBER	1859	300	6,000
OHINU	7 SEPTEMBER	1859	100	2,703
AHIPARA	13 DECEMBER	1859	700	9,470
KOKOHUIA	25 FEBRUARY	1861	50	800
HIKURANGI	15 MARCH	1861	250	4,750
MAUNGATANIWHA (EAST)	2 AUGUST	1862	388	8,469
MANGATETE	2 AUGUST	1862	509	5,649
MAUNGATANIWHA (WEST) NO. 1	14 JANUARY	1863	647	12,940
MAUNGATANIWHA (WEST) NO. 2	14 JANUARY	1863	560	11,002
MANGONUI	19 MAY	1863	100	*
TAUNOKE (VICTORIA VALLEY)	27 SEPTEMBER	1864	5	44
WAIMUTU	21 OCTOBER	1864	39	79
PONEKE	11 NOVEMBER	1864	43	345
TOATOA	30 MAY	1865	386	3,863
KAIAKA	30 MAY	1865	1,114	7,427
		TOTAL:	8,254	207,875

APPROXIMATE PRICE PER ACRE : 1S3P

* NOT SURVEYED

The Crown rewarded Muriwhenua loyalty during the New Zealand Wars by dramatically increasing Assessor salaries, and by establishing a Native Hospital at Mangonui in the aftermath of a disastrous typhoid epidemic[78].

Newly discovered evidence of two major political events in 1861 and 1863 confirm that Muriwhenua Maori saw loyalty as their special gift to the Crown. Firstly, James Fulloon's account of the 16 February 1861 hui with Gore Browne and McLean at Mangonui demonstrates how Maori expressed their loyalty, while Winiata Tamaihangia Papahia's account of a May 1863 korero at Ahipara demonstrates the relationship between loyalty and gifting. This evidence suggests that the relationship between Tai Tokerau Maori and the Crown during the New Zealand Wars was a continuation of the dynamic reciprocal relationship begun with the signing of the Treaty at Waitangi, Mangungu and Kaitaia in 1840[79].

When Gore Browne and McLean visited Mangonui to rally Maori support for the Crown's military actions in Taranaki during 1860, the hui brought together a wide range of Maori from different areas. In addition to Muriwhenua leaders, Eruera Patuone and Hohepa Tamaihangia represented Hokianga and Bay of Islands Ngapuhi. Fulloon described them, Taraia of Hauraki and Ihaka te Tihi of Waikato as the "head of the Southern Runangas". During the korero, Maori constantly referred to their loyalty as something which they offered the Crown in return for law and religion. As a result, the discussion was decidedly more abstract than the Treaty korero in 1840[80].

Reihana Kiriwhi, the CMS teacher and White's "right-hand man", opened the korero by calling upon the Crown to repress the "evil" King Movement. Pororua Wharekauri, Wiremu Pikahu, Aperahama More,

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[78] Rigby/Koning, Preliminary Report, pp107-8, 146, 148-51, 154.

[79] Rigby, Empire on the Cheap, pp35-6.

[80] Ibid., pp23-34.

Te Waka Rangaunu and Te Morenga (all prominent Muriwhenua leaders) professed their loyalty. Ihaia Tukariri was even willing to take up arms for the Crown, but Rawiri Tiro disagreed saying that it was for God to judge Kingitanga according to his (or the Crown's) law. Pikahu said his people had not sought to avenge what the French did to Ranginui in 1770, and they would not seek to avenge the deaths of Taranaki settlers. Ihaka te Tihi rose to the defence of Kingitanga saying that Maori and Pakeha were distinct peoples and therefore needed distinct leadership[81].

Puhipi answered Ihaka, not by accusing him of disloyalty, but by stating that Kingitanga belonged to the South, not the North. He and his fellow loyalist Wiremu Kingi Rangaihi (not to be confused with Wiremu Kingi Rangitake) returned to the dominant them of law and religion. Puhipi concluded saying that while the war remained in the South, he would remain in the North, but if it came to Auckland he would defend the Crown by force of arms[82].

Two rather odd speeches during the korero illustrate the personal kind of relationship Maori believed they were sustaining with the Crown and prominent Pakeha. Pororua's brother, Hohepa Kiwha, referred to Gore Browne in the third person. He was "that Governor [who] belongs to you to the south. Our Governor", he said, "is Mr White". In professing his loyalty, Kiwha went on to say "I placed the pakeha here and they are still living here". Tipene te Taha stated that while Maori would not fight Kingitanga:

> Not so with my 'pakehas'. Capt. Butler is mine - we all agree to this. Once we drove the 'pakehas' away - then it was very dark - But now they are coming back.

Tipene obviously did not want a repeat of the Oruru and Northern Wars of 1843 and 1845-1846. The main thing, however, was despite White and Butler's political and economic power over Maori, they

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[81] Report of Native Meeting at Mangonui 16 Feb. 1861, MA 1/1.

[82] Ibid.

were still "their" Pakeha[83].

The second major political event during the New Zealand Wars coincided with the Ahipara hakari of May 1863 attended 400 Ngapuhi and 800 Muriwhenua people. After presenting Ngapuhi with 2,800 blankets, gowns and shawls, Muriwhenua leaders called for a truce to allow both sides time to restore depleted resources. Ngapuhi weren't prepared to accept this because, in Tomairangi Papahia's words, the Muriwhenua gifts were "not a sufficient return ..." Puhipi then skilfully diverted attention from this disagreement by referring to ancestral bonds between Muriwhenua and Ngapuhi, and by calling upon them to jointly reaffirm their loyalty to the Crown in "the Waikato affair". Rangatira Moetara immediately supported Puhipi: "the Governor and I are one", he said. Likewise, Wi Tana Papahia declared: "These tribes are old friends of the Pakehas, and my determination to protect the Pakehas is fixed"[84].

The persistence of gifting, therefore, helps explain why Maori participated in so many Crown purchase transactions. Gifting could be both a cause and a consequence of purchase transactions. Lavish gifts required ready cash. The Crown apparently became the chief source of this case. Upon receiving a Crown purchase payment Maori could then renew the never ending cycle of sustaining human relationships with both other Maori and Pakeha. Maori relationships with the Crown were thus complex and ongoing in nature. In giving the Crown both land and loyalty, Maori expected an even more generous return.

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[83] This probably comes through stronger in Fulloon's Maori account. The author of this account, James Fulloon, was reputed to be extremely proficient in the Maori language which he learned from his Maori mother. His English and Maori account of the Mangonui hui appeared in the Maori Messenger 26 Feb. 1861. Pai Marire killed Fulloon when he tried to apprehend Volkner's killers in 1865.

[84] Account of Meeting held at Ahipara May 1863, Grey papers, APL.

(g) Crown officers and Maori

As emphasised in the Preliminary Report, Maori loyalty to the Crown was never unconditional. While White may have been Hohepa Kiwha's "Governor", the Crown's resident officer often felt that Maori "indolence" outweighed their loyalty. White informed Gore Browne that he sometimes despaired of getting Maori

> to interest themselves sufficiently in public matters, or exert themselves to improve their own condition. When I present to urge, and exhort, they will agree with me, and are very willing, but no sooner is my back turned, than they return to their original state of apathy. It will thus appear that my influence over these people is really counteracted by their indolence ...[85].

White's role as an agent of colonial control caused this frustration. Colonial agents in Africa, Asia and the Pacific typically coaxed and cajoled "natives" in an effort to "civilise" them. In New Zealand, civilising Maori meant making them amenable to British law, especially with regard to individual property rights. In a very real sense, White's civilising mission required Maori to forsake their customary ways. They were naturally reluctant to do this, and he interpreted their reluctance as "indolence".

Kemp's relations with Maori are harder to assess than White's. As the son of Kerikeri CMS land claimant, James Kemp, as translator for the Godfrey Commission in 1843, and as the negotiator of the largest Crown purchase in New Zealand history (the 1848 "Kemp purchase of 20 million acres for £2,000), he fervently believed that Maori knowingly and willingly alienated their land. Kemp's use of the Maori language has become an issue in more than one claim before the Waitangi Tribunal, because he invariably translated the Maori word "tuku" as "sell" in both the 1843 Godfrey hearings, and in the purchase deeds he used until late 1858.

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[85] White to Governor 30 March 1861, No. 7, AJHR 1862, E-3d, pp5-6.

Like White, Kemp believed that most Tai Tokerau Maori were "attached" to Pakeha settlers of the "superior class". He included in this category Butler and Samuel Yates in Muriwhenua, Maning and McDonnell in the Hokianga, and Clendon and Mair in the Bay of Islands. In his memoirs, Kemp referred to these people as being "domiciled with certain tribes, under the special protection of the chiefs, and sometimes becoming their leaders and advisers ..."[86].

In reflecting upon his long career in extinguishing Maori land rights, Kemp noted that White "ably supported" all his Muriwhenua purchases. With White's "advice and assistance many difficulties were overcome ...". Just as invaluable was

> the help of an intelligent young chief, Reihana Kiriwhi (Richard Greaves), the assessor of the [Resident Magistrate's] Court, who was esteemed alike by European and native residents[87].

From this passage, and other supporting evidence, we can assume that the relationship between Crown officers Kemp and White, and their hand-picked Maori Assessors, played an important role in the negotiation of Crown purchases[88].

Since Kiriwhi signed more Crown purchase deeds than any other Assessor, his background is worth exploring. As a boy he followed Puckey and Matthews from Parapara to Kaitaia when they established the CMS mission there, and he lived with them for many years. Under CMS tutelage, he learned English (one of the very first Maori to become bilingual), and he signed several pre-Treaty transaction, as well as many Crown purchase, deeds[89]. In the late 1860s,

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[86] H T Kemp, Incidents and Events in the Early Colonising History of New Zealand 1840-1880 (Auckland ca 1900) pp2-3.

[87] Ibid. pp17-18.

[88] On this relationship, see Rigby/Koning, Preliminary Report, p150.

[89] Matthews to CMS 27 Aug. 1866, Matthews Annual Letter 1876, CMS/CN/0.61.

Puckey's son described Kiriwhi as "a very clever, well-informed, sensible chief - (the RM's right hand man)". When he died in 1876 the Crown bestowed upon his widow a £10 per annum pension in recognition of his services[90].

The very limited evidence of how Kiriwhi saw his role (as opposed to how Pakeha described it) make it difficult to say whether or not he was able to bridge the gap between Maori and Pakeha conceptions of land rights. While he may very well have emulated Matthews and Puckey in mediating between Maori and Pakeha, this doesn't amount to a clear understanding of the long-term consequences of extinguishment. In general, it is almost impossible, to determine the exact levels of Maori understanding of what the Crown was trying to do in Muriwhenua. We do, however, have plenty of evidence of what the Crown thought it was trying to do.

I'll now present this evidence relating to four key Crown purchases. I've not examined all twenty-five Crown purchases in Muriwhenua between 1850 and 1864, because they merely raise the same issues that are amply illustrated by the four key purchases. These issues are whether Maori interests were properly representated, whether the boundaries were clear and commonly understood, whether the equivalent exchanged (or payment) was adequate, and whether the full implications of each and every transaction were commonly understood. Before launching into an examination of the four key Crown purchases, however, I'll sum up what I've concluded about the general context of Crown purchase activity.

While it's clear that Maori cash needs and gifting practices predisposed them towards participating in Crown purchase transactions, the Crown, not Maori, initiated the purchases. In that sense, it's impossible to describe these purchases as equitable transactions. The Crown devised a national policy entitled "the extinguishment of Native Title" which it implemented

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[90] Register of Chiefs nd. MA 23/25; Matthews Ann. Letter 1876, CMS/CN/0.61.

in regions like Muriwhenua. Crown purchase agents such as Kemp and White could therefore draw upon national resources. On the other hand, the Maori with whom they negotiated possessed very meagre local resources and, therefore, limited bargaining power. Quite apart from their limited bargaining power is the question of whether Maori fully understood what they were bargaining for. This question can be answered only by examining the surviving evidence of the key Crown purchase transactions in Muriwhenua.

II WAIKIEKIE PURCHASE 1850

Belich has described the relationship between Maori and 19th century Pakeha towns such as Mangonui as a "symbiotic" one. Maori normally wanted access to the Pakeha goods and services such towns provided, and regarded places like Mangonui as "their" towns where "their" Pakeha lived[91]. In "Empire on the Cheap" I described how Panakareao spent the last decade of his life at Oruru in order to have access to Pakeha goods and markets at Mangonui. Panakareao had also defended his Maori rights at Mangonui, and, like Tipene, he regarded Butler as "his" Pakeha[92].

During the 1840s Panakareao (and possibly Pororua) persuaded valued Pakeha in the Mangonui area not to exercise the scrip offered them by the Crown. These Crown scrip offers were designed to extinguish Pakeha claims in an area disputed by Maori. Berghan wrote to White in 1848 claiming that both Panakareao and Pororua supported his claims, and that Panakareao would not allow him to exercise his scrip[93]. As early as mid 1847, Panakareao had written to Grey supporting Thomas Phillips's claim, and in 1849 he apparently supported Flavell's Mangonui township claim[94]. Panakareao's support of selected Pakeha claims did not constitute a general admission of alienation. On the contrary, Panakareao appears to have supported the claims of only those Pakeha who recognised his authority in the area. Furthermore, some of these Pakeha, like Berghan, were related to him by marriage[95].

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91 Belich, Governors and Maori, p85.

92 Rigby, Empire on the Cheap, pp15, 80-2, 87-8.

93 Berghan to White 25 Sept. 1848, OLC 1/558-66 p16.

94 Panakareao to Grey 20 June 1847, OLC 1/617-23, p62; Flavell to White 20 Sept. 1849, OLC 1/850, pp13-15.

95 Panakareao had similarly supported missionary claims in the Kaitaia area, and Southee's Awanui claim in 1843. Rigby, Empire on the Cheap, p65.

(a) White and Mangonui

Soon after White arrived at Mangonui in 1848 as the general agent of the Crown, he attempted to "settle" the claims of the handful of Pakeha who had declined the Crown's scrip offers. His legal authority for doing this was very unclear, but, in any case, he appears to have failed to "settle" any of the Mangonui area claims under the Quieting Titles Ordinance during its operation between 1849 and 1852.

In April 1849 White reported that Panakareao and Pororua had "shown me the boundaries of" the Thomas and Phillips claims north of the town in the Kaiwhetu area[96]. When Grey visited Mangonui in late 1849, he apparently promised to support Berghan's Oruaiti claims if he filed proper surveys as required by the Ordinance. Berghan filed the required survey in 1852, but he did not receive a Crown grant for another decade[97].

White evidently assumed that the Crown inherited the claims of Pakeha who had left the Mangonui area after accepting scrip in 1844. In late 1849 he wrote that the Crown owned "large quantities of land in this district ..."[98]. Thus, in 1851 and 1852, White allowed Muriwhenua North derivative claimants, Duffus and Lloyd, to each select 426 acre Crown grants on the eastern side of Mangonui harbour. The Duffus survey refers to the land as "formerly Partridge's", even though the Crown never investigated

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[96] White to Col. Sec. 16 April 1849, OLC 1/617-23, pp70-1; Phillips to Grey 17 Sept. 1849, Ibid. pp.73-4.

[97] Berghan to Col. Sec. 30 March 1850, Grey minute 24 June 1850, OLC 1/558-66, p19; Berghan to Col. Sec. 14 Nov. 1853, Ibid., pp37-8. In 1856 Attorney General Whitaker minuted Berghan's request for the Crown grant promised by Grey stating that the Crown lacked the "power to make the grant asked for ...". F Whitaker minute 8 May 1856 encl. in Berghan to Governor 1 April 1854, Ibid., pp39-41.

[98] White to Col. Sec. 4 Oct. 1849, OLC 1/403-7, pp32-3; White, Reminiscenses, pp6-7. These scrip lands included Smyth's Taemaro and Imua claims, Ryan's Whakaangi and Waiaua claims, and Partridge's Waimaori and Ngawai claims.

Partridge's claim. On the southewestern corner of the Duffus survey there appears "Mr White's residence", indicating that he himself had selected scrip land for private use[99]. The Crown's claim to scrip land became a controversial issue in the Mangonui and Oruru areas during the 1850s and 60s.

(b) Grey's Mode of Extinguishment

Grey's mode of extinguishing "Native Title" in the South Island and lower North Island was to do so as quickly and easily as possible. In October 1849, when Grey was about to visit Mangonui aboard the HMS North Star, White reported that he had purchased from Panakareao about 25 acres of town land where he had already erected the "Police Barracks". He added that the Crown could purchase more town land if it demonstrated to Maori "a possibility of the accomplishment of their wishes". Maori evidently wished that the Crown would establish at Mangonui the thriving town Grey had forecast in May 1846. On the strength of that forecast or "promise", Panakareao had moved from Kaitaia to Oruru[100].

The fact that White negotiated the first Crown purchase in Muriwhenua since 1841 "according to the verbal instructions ..." of the Governor, demonstrates how informal Grey's mode of extinguishment could be. Grey then minuted White's purchase report by asking his Attorney General: "Would a simple receipt to Noble be sufficient?" Swainson had to insist

> that a Deed of Conveyance is necessary and that it shd. not only contain a description of the land by definite metes and bounds [,] but that a plan of the ground should also ... be

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[99] Duffus and Lloyd Crown grants 17 oct. 1851, 7 Jan. 1852, Deeds Reigster Vol. 10, folio, 70, 72, Land Transfer Office, Auckland. White's residence appears on Plan OLC 157 (June 1851) DOSLI, Auckland.

[100] White to Col. Sec. 4 Oct. 1849, OLC 1/403-7, pp32-3; Rigby, Empire on the Cheap pp77, 87-8.

delineated on the Deed ...[101].

Swainson, therefore, insisted upon a formal legal extinguishment of Panakareao's rights to the area White had already purchased.

White proceeded to survey not just the 35 acres he identified as the Waikiekie purchase boundaries, but the entire area surrounding the township, an area of perhaps 200 acres. Characteristically, his survey was a coterminous one in which five Old Land Claims bounded the area of direct Crown purchase. Inexplicably, White included in his survey an area of "waste land" at Rangikapiti, and "Government land" south of Maori Point. Significantly, White entitled his survey, not the Waikiekie plan, but "Land at Mangonui to which the Chief Noble has resigned in favour of the Government all claim which he may have"[102].

The purchase deed reveals the same ambiguous feature which appear on Plan OLC 111. It twice refers to Panakareao making over (kia tukua) 35 acres, but it also once refers to him as selling (hokoa) it. It refers to adjoining Old Land Claims as the "land of Berghan and Murphy ... Thomas and Phillips ... Butler ... [and] Flavell ..." even though none of the aforementioned had received Crown grants. Furthermore, it sates that Panakareao gave up his interest (taku paanga) in the land outside, not inside, the Old Land Claim area[103].

Out of this transaction Panakareao received £5 and a 28 square yard tennis court sized reserve. Remarkably, Waikiekie, a tiny area,

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[101] Grey, Swainson minutes 18 Oct. 1849 encl. in White to Col. Sec. 4 Oct. 1849, OLC 1/403-7, pp32-3.

[102] Plan OLC 111 (3 May 1850). Turton's reconstruction of this plan omits the title and 80% of the Old Land Claim area. Summary of Crown Purchased Deeds and Plans 1850-1900 #D13.

[103] The deed states that Panakareao gave up his interest in the area "to the North", ie what is now Cooper's Beach. Presumably, it meant "to the South-east" of the boundary where the township was. Waikiekie Deed 3 May 1850, Turton's Maori Deeds I:2-3.

had been claimed in at least four pre-Treaty transactions, and it had also been within the boundaries of the 1840 and 1841 Mangonui purchases, before being purchased a third time by the Crown in 1850. Even though Panakareao purportedly "resigned in favour of Government all claim which he may have" had to Mangonui land, he maintained his authority over Maori living in the town.

During late 1851 Panakareao employed a Ngati Kuri police detachment to assert his authority over Mangonui Maori. White interpreted this as a threat to the Crown's authority, and he summoned Lieutenant Governor Wynyard aboard a warship. Panakareao assured Wynyard that his "marriage ring" with the Crown "has not dropped from my finger ..."[104]. Panakareao, it seems, still regarded Mangonui as "his" town, even though he "owned" only 28 square yards of it. Maori continued to gather at Maori Point where they greeted Gore Browne in February 1861, and where the Crown rewarded their loyalty by building a Native Hospital a year or so later.

(c) Quieting Titles: Pakeha and Maori

When Grey told White to negotiate the Waikiekie purchase in 1849 he evidently thought Pakeha claimants such as Butler, Berghan and Phillips could use the provisions of the Quieting Titles Ordinance to acquire Crown grants in Mangonui township. Grey's Mangonui visit followed the passage of the Ordinance by a matter of days. The Waikiekie purchase, in fact, was Panakareao's "quitclaim". It was the nearest any Muriwhenua Maori came to exercising their rights under the Ordinance[105].

A few months after White formalised the Waikiekie purchase, he tried to resell it to Butler whose store was located there. Swainson again insisted that White observe legal niceties by

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104 Rigby, Oruru Report, p33.

105 Rigby, Empire on the Cheap, p93-4. On the operations of the comparable Hawaiian Board of Commissioners to Quiet Land Titles of 1845-1855 see Jon J Chinen, The Grant Mahele (Honolulu 1958) pp8-31.

confirming the full extinguishment of "Native Title". White replied that

> he had enquired into the matter and as far as Ryan's 50 acre [Waikiekie] claim was concerned [,] Native Title had been extinguished[106].

White didn't say how he confirmed that Maori rights had been extinguished in Ryan's pre-Treaty transaction, but Swainson didn't ask him to submit confirming evidence. As it turned out, Butler (like Berghan) didn't get his township grant confirmed for a full decade, but this had nothing to do with unextinguished Maori interests[107].

The Waikiekie purchase demonstrated how Crown purchases would almost always involve unravelling the complicated history of Old Land Claims and the Crown's erratic policies towards them. The Quieting Titles Ordinance was designed to quiet both Pakeha and Maori claims so that the Crown could proceed to extinguish Native title. In this the Ordinance failed.

When Wi Tana Papahia protested the Matthews Aurere and Brodie Karikari claims in 1855, Gore Browne thought the matter important enough to refer to the Imperial Government. Papahia told the Governor that the land in question.

> had been sold by persons belonging to another tribe, and that it was not until some years afterwards that he found out... He wished that an enquiry should be made ...[108].

Gore Browne informed London that Papahia's claims were "only examples of many others likely to be brought forward" which could

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[106] White to Col. Sec. 14 Aug, 25 Sept. 1850, OLC 1/403-7, pp46, 41-2.

[107] Bell report 26 Sept. 1859, Ibid. pp77

[108] Land Claims encl. in Gore Browne to Russell 29 Sept. 1855, No. 74, BPP 1860 (2719) p156.

not "be settled in the ordinary course of law"[109].

Two weeks before Papahia met Gore Browne in Auckland, White recommended Johnson, then the District Native Land Purchase Commissioner for Northland,

> should be directed to define the boundaries of those lands from which Crown Grants have been issued, but which have not been surveyed, as at present they give rise to many disputes[110].

Eleven days later he realised that this was not exactly within the orbit of the Native Land Purchase Department. He therefore suggested a Commissioner under the Quieting Titles Ordinance be appointed to survey unoccupied private Pakeha claims. This would secure their claims "where at present they are doubtful". Therein lay the seeds of White, Kemp and Bell's coterminous surveys[111].

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109 Ibid.

110 White to Col. Sec. 18 Sept. 1855, IA 1/55/3275.

111 White to Col. Sec. 29 Sept. 1855, IA 1/55/3280.

III ORURU PURCHASES 1854-1856

While I've covered the details of the two Crown purchases at Oruru in the Oruru Report, I need to examine them further as examples of multiple transactions and of quieting Maori claims. I'll also examine further the relationship between Panakareao and the Crown.

(a) Panakareao: the White Man's Friend

During the New Zealand Wars the Crown and the CMS apparently persuaded Muriwhenua Maori to reinter part of Panakareao's remains (lying at Takahue) in the Kaitaia churchyard. There today a commemorative inscription reveres him as "the White Man's Friend"[112]. This reverence was not shared by Puckey who described Panakareao's death in 1856 as one which was "to all appearances dark". Puckey, who attended Panakareao on his deathbed, said this because he failed to get him to repent of his sinful clinging to Maori ways[113].

Essentially, the posthumous Pakeha depiction of Panakarea as "the White Man's Friend" was a myth, but, like most myths, it contained an important element of truth. Panakareao befriended those Pakeha who he believed could serve Maori interests. For most of his life he stood by the missionaries, and, at times, he carried the day for the Crown. He did so with his "Shadow of the Land" speech on 28 April 1840, and he did so at Ruapekapeka with Governor Grey at close hand. From 1840 until his death, Panakareao prevailed upon the Crown to return his gift of loyalty by providing his people with responsible Pakeha settlers who, in turn, would provide Maori with goods, services, and access to markets[114].

When Panakareao believed the Crown reneged on its reciprocal

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[112] Rima Edwards testimony before the Waitangi Tribunal (December 1990).

[113] Puckey Journal (13 April 1856) II: 325-6.

[114] Rigby, Empire on the Cheap, p88.

obligations, he could be distinctly unfriendly. He exhibited such unfriendliness to Clarke at Oruru in March 1843, to Grey at Mangonui in October 1849, and to Puckey on his deathbed. Because Panakareao invested so much in his alliance with the Crown during these years, he stood to lose a great deal of mana if the Crown failed to serve the interests of his people. Panakareao apparently believed that, even if the Crown couldn't establish a bustling town at Mangonui, it could provide some sort of service centre there. The Crown's failure to attract many Pakeha to the area during the early 1850s may have motivated Ngati Kahu challenges to Panakareao at Oruru[115]. Panakareao evidently wanted the Crown to locate responsible settlers at Oruru as well as Mangonui.

Until the 1854 and 1856 Oruru purchases, the fertile valley stretching from Peria to Taipa fell into the same legal category as most Mangonui area land: it was "scrip land", as far as the Crown was concerned. Just as at Mangonui, White assumed this was ipso facto Crown land, despite the fact that the Crown never investigated the Ford transactions of 1839-1840 on which it based its claims. As early as 1852, White surveyed a Crown grant for Stephen Wrathall along the Taipa River out of scrip land which he referred to as "Government land"[116]. During 1853 White moved other Pakeha settlers into the Taipa/Oruru area, assuring the Colonial Secretary that Maori would not obstruct the necessary surveys, "all acknowledging that the land belong[s] to the Government"[117]. Just as within the scrip land east of Mangonui where White established a residence at Hihi, he had a private interest in the Crown's claims at Oruru. In 1854 he informed the Surveyor General that he'd established a homestead for himself at Oruru. He stated

> I really should be delighted to get a few neighbours and I

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115 Rigby, Oruru Report, pp33-4.

116 White's Tanepurapura survey 27 May 1852, encl. in White to Col. Sec. 27 May 1852, OLC 1/851-6, pp39, 45.

117 White to Col. Sec. 27 May 1853, IA 1/53/1289.

> shall do all in my power to get them what they require [ie, secure Crown grants][118].

White's contention that all Maori acknowledged the Crown's claims to Oruru (including Taipa) was without foundation. To provide his neighbours and himself with secure Crown grants, White had to acknowledge Panakareao's continuing rights in the area. In July 1854 he tood the extraordinary action of paying Panakareao £100 out of his own pocket without having obtained prior authority for doing so from his superiors[119].

White's only record of the terms of his 1854 Oruru purchase was a simple receipt (the Maori text of which hasn't survived). He therefore followed Grey's mode of extinguishment by failing to survey the area supposedly purchased and failing to draft a proper Deed of Conveyance. In the receipt "the old boundaries of Dr Ford's old purchase" defined the area "purchased". This was ambigious because of the two distinct Ford transactions with radically different boundaries. Furthermore, contrary to White's claim that scrip land was Crown land, the receipt stated that Oruru land "was returned to me [ie Panakareao] in consideration of other purchases by Dr Ford". Finally, the receipt falsely identified Panakareao's as "the only native claim existing" at Oruru, and guaranteed him a 100 acre reserve there[120].

The 1854 Oruru purchase was one of a series of £100 pay-offs in the history of Crown actions towards Muriwhenua land. This history began with the 1840-1841 Mangonui purchases by which Panakareao and Pororua each got £100, it continued with the 1854 Oruru purchase, and it ended with the 1863 Mangonui purchase. Because each of these transactions were Crown attempts to extinguish the rights of either Panakareao or Pororua without defining those rights, they

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118 White to Ligar 15 June 1854, McLean papers 633.

119 Rigby, Oruru Report, p35.

120 Deed Receipt, Nopera's Oruru claims 3 July 1854, Turton's Maori Deeds I:715.

were essentially ambiguous agreements destined to create on-going confusion and conflict.

As the Crown failed to quiet other Maori claims at Oruru during Panakareao's last months, its relations with him deteriorated. His opposition to concerted Crown efforts to purchase the Victoria Valley may have been motivated by his awareness that the Crown had begun to deal with Tipene, Waka Nene and Pororua over Oruru without consulting him. Just as Panakareao regarded Oruru as a special Maori place, which helps explain why he spent the last decade of his life there, he also regarded the Victoria Valley/Takahue area as special. Panakareao apparent named the valley himself, not after the reigning British monarch, but in commemoration of Ereonora, his powerful wife, who he buried at Takahue in 1848. Her human qualities and the beatuiful valley below her final resting place, moved Panakarea to name the valley Wikitoria. When he signed the 1850 Waikiekie purchase deed, he signed it as the "Rangatira o Wikitoria". He therefore refused Kemp's "special Bait" of £3,000 (almost ten times the "going rate"!) to induce him to sell the Victoria Valley, shortly before his death in April 1856. Before he died, however, he evidently instructed his surviving brother, Nopera te Puru, to continue to reside at Oruru[121].

(b) <u>The 1856 Settlement</u>

Well before Panakareao's death, the Crown discovered that White's £100 pay-off couldn't quiet Maori claims to an area as important as Oruru. Tipene, Waka Nene and Pororua were soon joined by Rangatira Moetara and a host of other Hokianga-based claimants. By early 1856, White reported the possibility of a sequel to the hostilities of 1843, unless the Crown took decisive action to satisfy the multiple Maori claims[122].

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121 Rigby/Koning, Preliminary Report, pp114-8.

122 Rigby, Oruru Report, pp36-8.

McLean lost no time in sending Kemp to consult with Waka Nene before dealing with other Oruru claimants. Kemp pointed out how difficult it was to resolve multiple Maori claims when much of the land in question had "had sold and occupied by Settlers". He also highlighted the urgency of the situation when he sent McLean a letter from Taipa Maori threatening to "take Oruru back ..." from the Pakeha settlers[123].

The Crown eventually identified four sets of claimants represented by Tipene, Pororua, Puhipi and Rangatira Moetara. McLean and Kemp ensured that Pororua didn't get an Oruru reserve comparable to Panakareao's, because they believed that this would ensure that Oruru would remain a bone of contention. Just as White paid-off Panakareao in 1854 out of his own pocket (to be later reimbursed), so Kemp drew on personal funds to produce £350 on 17 September 1856 in an effort to make the settlement final[124].

Although the 1856 deed was certainly more detailed than Panakareao's 1854 receipt, it was nonetheless deficient in several respects. Ford's 1839 boundaries supposedly defined the purchase area but they weren't recited accurately, and a survey wasn't available to Maori when they signed the deed. The way payment was distributed was bound to cause subsequent conflict, and Kemp translated "tuku" as "conveyed and given up". Finally, the 1856 deed failed to refer to the Crown's prior agreement with Panakareao, particularly regarding his Oruru reserve[125].

(c) The Survey and Subsequent Claim Question

Since filing the Oruru Report I've located White's original survey of the Crown Oruru purchase area. He completed it on 29 June 1858,

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123 Kemp to McLean 10 March 1856, McLean papers, 368; Taipa Maori to Governor 6 Feb. 1856, encl. in Kemp to McLean 12 April 1856, No. 11, AJHR 1861, C-1, pp7-8.

124 Rigby, Oruru Report, pp40-1.

125 Ibid. pp41-2; Oruru deed 17 Sept. 1856, Turtons Maori Deeds I: 3-4.

over 21 months after the 1856 deed signing, and almost 4 years after Panakareao's 1854 receipt of £100. This survey Plan SO810 contains evidence of who White chose as his neighbours. One of his neighbours, Samuel Campbell, succeded White as the chief Crown purchase surveyor in Muriwhenua, and William Clarke, who White settled at Taipa in 1853, became the leading Muriwhenua Old Land Claims surveyor. In view of the importance of coterminous surveys in the Crown's general extinguishment of Maori land rights, White's choice of neighbours appears to be particularly significant. White also chose his own 220 acre property in the choicest central part of the valley, near where Panakareao chose his reserve[126].

White's Oruru survey departed from the boundaries as described in the September 1856 deed in that he chose to separate the Taipa from the Oruru area. Ford's 1839 transaction boundaries included Taipa, and the 1856 deed referred to the mouth of the Oruru (or Taipa) River as its northern boundary point. White, nonetheless, decided to transact the Taipa area once more with 1858 Otengi purchase which he also surveyed. White's 1857 Otengi survey (SO797) didn't fit neatly with his long overdue Oruru survey (SO810), so he resurveyed it and issued his second Otengi survey (SO812) on 29 June 1858 together with the Oruru plan[127].

White's ex post facto Oruru survey (and the fact that its boundaries departed from those identified in the deed) violated McLean's expressed instructions to Kemp. Just before the signing of the 1856 Oruru deed McLean wrote

> 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

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[126] Plans SO810 (29 June 1858); SO 797 (1857). White completed both surveys, the first of the Oruru valley (roughly as far north as where the Paranui stream joins it), and the second of the Taipa area.

[127] Ibid. SO797 shows Maori land east of where the Paranui stream joins the Oruru River, whereas this area is shown as Crown land SO810, the Oruru survey.

is made to the Natives[128].

Kemp acknowledged and agreed with those instructions just 12 days after the Oruru signing stating

> 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[129].

Pre-purchase surveys were necessary for the Crown to confirm that Maori understood boundary locations. At Oruru the Crown couldn't confirm this.

Confusion over boundaries typified subsequent Maori claims, thus contradicting Kemp's reference in the 1856 deed that it was "the final and complete settlement ...". Wi Tana Papahia representing Hokianga Te Rarawa led a delegation to Auckland in late 1856 demanding acknowledgement of their rights at Oruru and in the neighbouring Matthews Aurere Old Land Claim. McLean mistakenly lumped Papahia together with Rangatira Moetara, believing that Tipene (because Waka Nene supported his claim) should have distributed money to all Hokianga claimants[130]. Rangatira Moetara and other Hokianga Ngapuhi claimants then demanded compensation for their rights at Taipa and on the Mangonui side of Oruru. Surprisingly, White recommended a further £100 payment, virtually admitting that Ngapuhi should have participated in the 1856 negotiations[131]. Eventually, Tipene complained he hadn't received the payment the Crown promised him. McLean consequently instructed Kemp that if "any injustice has been done to him [Tipene], it must be rectified"[132].

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128 McLean to Kemp 8 Sep. 1856, No. 18, AJHR 1861, C-1, p11.

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

130 McLean to Kemp 11 Dec. 1856, No. 27, AJHR 1861 C-1, p15.

131 White memo n.d. encl. in Kemp to McLean 19 March 1857, No. 32, Ibid., pp18-18.

132 McLean to Kemp 25 March 1857, No. 33, Ibid., p33.

These multiple post-purchase claims should not have surprised McLean. They represented a fundamental problem for the Crown's policy of general extinguishment. To his credit, McLean had not supported Gore Browne's proposal to the 1856 Board of Inquiry that the Crown could impose a statute of limitations on subsequent claims[133]. He realised that any Crown attempt to declare a forfeiture of Maori claims "would be regarded as an arbitrary and unjust intereference with existing rights, which they would most certainly resist"[134].

Nonetheless, McLean eventually imposed a de facto statute of limitations at Oruru. In late 1860, more than few years after "the final and complete settlement ...", Ruhe (probably Raharuhi) presented his Oruru claims in a letter to Gore Browne. McLean then informed Kemp

> If the land is situated within the purchase already settled, no fresh claim can be admitted, but if it is land he wishes to sell outside the Oruru Block, his best course is to confer with you on the subject[135].

Here again, the Crown's practice departed from its declared policy. Even though McLean and White acknowledged the legitimacy of subsequent Maori claims, there's no evidence that the Crown ever satisfied the claimants. Just as with pre-purchase surveys, the Crown would identify proper procedures, but apparently it could not follow them.

On the day before White completed his ex post facto Oruru survey, McLean outlined proper Crown purchase procedures for Kemp. He insisted

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[133] Memorandum nd. encl. in Gore Browne to Labouchere 23 July 1856, No. 11, BPP 1860 (2719) pp235-6.

[134] McLean to [Gore Browne's] Private Secretary 4 June 1856, encl. in Ibid. pp306-8.

[135] McLean to Kemp 9 Dec. 1860, No. 26, AJHR 1861, C-1, p26.

> 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 consequency of insufficient surveys should ever exist. The subsequent evils arising from undefined boundaries are often much greater than the first expense of an accurate survey.
>
> The Government, therefore, expects that each transaction with the Natives of your district shall in every way be so final and conclusive that there shall be no further embarrassment caused by disputes arising which might have been obviated[136].

The disputes arising from subsequent Maori claims could not have been completely avoided by accurate pre-purchase surveys. The complex, overlapping nature of Maori land rights made "final and complete" Crown purchases difficult, if not impossible, under the most favourable circumstances. While McLean was prepared to acknowledge some of these difficulties, he did little to overcome them. Thus, he failed to reprimand Kemp and White for the myriad of problems which arose out of their actions at Oruru. The problems arising out of the 1854 and 1856 Oruru purchases influenced Kemp and White's approach to the 1863 Mangonui purchase, but, as we shall see, that was to be an even more problematic Crown purchase.

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[136] McLean to Kemp 28 June 1858, No. 56, Ibid., p58.

IV MANGONUI PURCHASE 1863

(a) The Scrip Lands Dispute

The myriad of problems which arose out of its Oruru purchases apparently only increased the Crown's determination to extinguish Maori land rights in the adjacent Mangonui area. White played a central role, once more, partly because of his familiarity with the dozens of Old Land Claims in the Mangonui area. Kemp respected White's "intimate acquaintance with Claims both European and Native" as a sure guiding force for Crown purchase activity[137].

In the Mangonui area stretching from the township to the 1856 Crown Te Whakapaku purchase (see Map 5, Mangonui Purchase Area 1863 on p57), White claimed scrip land as the property of the Crown. Just as in the Mangonui township area during the 1850 Waikiekie purchase, and in the Oruru area prior to the 1854-1856 purchases, White believed that Maori had extinguished their rights in pre-Treaty transactions. As indicated in the Oruru Report, White ignored the fact that Land Claims Commissioner Godfrey had refrained from investigating any transactions in the Oruru/Mangonui area during his 1843 hearings. In estimating the value of scrip which the Crown offered to Pakeha claimants, Godfrey made it clear that this was equivalent to the value of alleged, not validated, claims[138]. All Pakeha who exercised scrip forfeited their claims, and Godfrey believed Maori would resume the land (even though he had misgivings about this)[139]. Therefore, White had no grounds for assuming that scrip land reverted to the Crown.

Kemp shared White's groundless assumption regarding scrip land. In April 1856 he informed McLean

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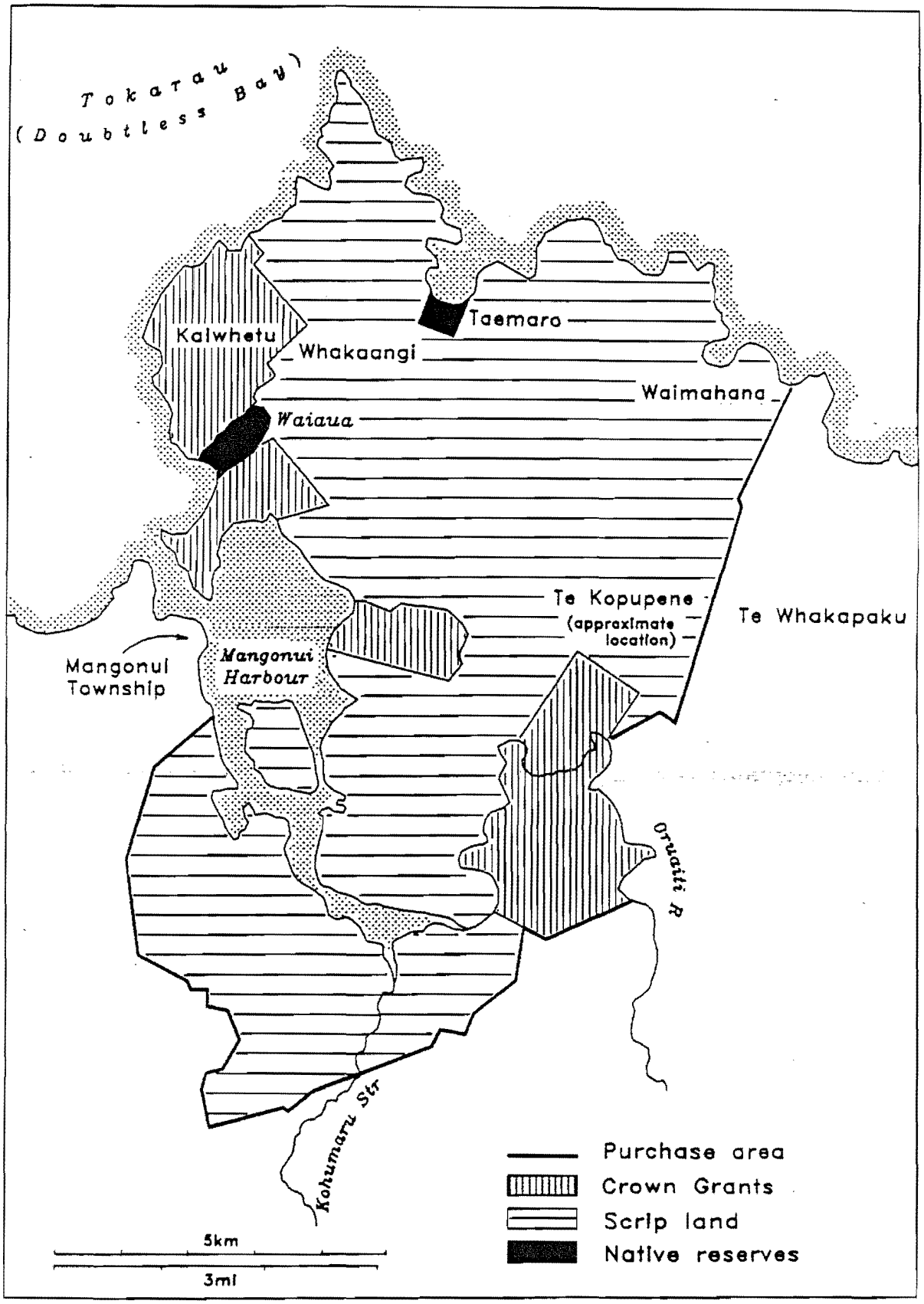
137 Kemp to McLean 10 March 1856, McLean papers 368.

138 Rigby, Oruru Report, pp28-30, 51-2.

139 Godfrey, "Answer to Minute of 13 June 1843 ... OLC 8/1, p63.



Map 5: CROWN MANGONUI PURCHASE AREA 1863

> The Government is hardly aware of the extent of its possessions, the Native title to which has been extinguished many years since, and taken for scrip; but as no surveys have been made, and many of the original sellers have been removed by death or other causes, some difficulty will be found in reclaiming this land; 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; one great object has been to unite as well as to extend the property of the Government, and as they purchases proceed, to elicit from the Natives an acknowledgement of the title of the Crown to [scrip] lands they originally sold to the Europeans under the arrangements above mentioned[140].

Nine months later Kemp claimed that 18,280 acres of unsurveyed scrip land in Muriwhenua "form[ed] a very large part of the Public Domain ..."[141].

McLean declined Kemp's request to have Crown surveyors "reclaim" this land. Land Claims Commissioner Bell believed that private surveyors should do this because Maori would object to the Crown claiming areas it had not purchased directly from Maori[142]. Consequently, although Crown surveyors did not "reclaim" Old Land Claim areas for the Crown, Bell made sure private surveyors, like William Clarke, did so. White then ensured that many of these private surveys were coterminous with Crown purchase surveys.

White identified the western boundary of his 1856 Te Whakapaku survey by "Partridge's Claim" with "Crown Land" superimposed. In reporting this purchase, Kemp specifically referred to its "junction with other blocks which have fallen into the hands of the

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[140] McLean to Kemp 6 April 1856, No. 9, AJHR 1861, C-1, pp5-6.

[141] "ROUGH ESTIMATE OF LANDS OVER WHICH THE NATIVE TITLE IS SUPPOSED TO BE EXTINGUISHED ... AND EXCHANGED BY THE CLAIMANTS, OR ORIGINAL PURCHASERS, FOR GOVERNMENT SCRIP", encl. in Kemp to McLean 11 Feb. 1857, No. 30, Ibid., pp16-18.

[142] Smith to Kemp 12 June 1857; McLean to Kemp 28 June 1858, Nos. 36, 56, Ibid. pp20-1, 28. OLC 1/9, pp31-2. I am indebted to Maurice Alemann for this reference.

government, under scrip exchanges ..."[143]. White continued to act on the belief that scrip land was Crown land, but 50 years later he explained the subject in his memoirs in slightly different terms. He argued in retrospect that Pakeha exercising scrip during the 1840 allowed the Crown to take

> overall their claims against the natives for settlement at a future time ... I subsequently interested myself in all these claims, getting the Government to send me all papers connected with them, and, after a good deal of trouble succeeded in getting them all mapped off, purchasing from the natives on behalf of the Government intervening blocks. The Land Commissioner, Sir Dillon Bell, held a Land Commissioner's Court at Mangonui and officially confirmed all I had done[144].

White gave himself too much credit in implying that he "settled" the scrip land dispute with Maori. If he "settled" it, he did so in summary fashion, telling Maori that they had no claim to scrip land.

(b) Bell and Mangonui

When Bell arrived at Mangonui in October 1857, he failed to investigate either the legal status of scrip lands or the pre-Treaty transactions which led to the Crown's 1844 scrip offers in the Mangonui and Oruru areas. In the Mangonui and Oruru Reports, I argued that Bell asserted the Crown claim to scrip and surplus land in the Mangonui area without examining any transactions outside the Thomas and Phillips Kaiwhetu, and Berghan Oruaiti claims, and those within the township. Bell claimed for the Crown an estimated 11,000 acres of scrip and surplus land in the Mangonui area without even understanding the basis upon which Godfrey had made his 1844 scrip offers[145].

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[143] Kemp to McLean 8 Jan. 1857, No. 28, AJHR 1861, C-1, p15; Te Whakapaku Plan 22 Dec. 1856, Crown Purchase Deeds and Plans, D13(a), No. 43.

[144] White, Reminiscences, pp6-7, APL.

[145] Rigby, Mangonui Report, pp21-2; Oruru Report pp50-2; Land Claims Commission Report 8 July 1862, AJHR, D-10, pp8-9, 21-2.

In his final report, Bell left no doubt as to his intentions in reclaiming vast areas of scrip and surplus land for the Crown, and in employing private surveyors to do so. If the Crown had surveyed these areas, as Kemp had proposed, Pakeha claimants would have limited the boundaries to what they were likely to be granted.

> The residue would, practically, have reverted to the natives, and must at some time or other have been purchased again by the Government; and a large territory must have remained, as it was before the passing of the [1856] Land Claims Act, a terra incognita.

By offering private surveyors a 15% land allowance in proportion to the total area surveyed, Bell gave them and the claimants plenty of incentive.

> to exert all their influence with the native sellers to give up the whole of the boundaries sold.

As a result of the expanded Old Land Claim surveys, Bell could boast that a great number became "coterminous". The whole process enabled him

> to compile a plan of the whole country about the Bay of Islands and Mangonui; showing the Government purchases as well as the Land Claims; and a connected map now exists of all of that part of the province of Auckland which lies between the Waikato River and the North Cape[146].

This remarkable statement demonstrates how Bell saw himself as a judicial agent whose main purpose was to augment and consolidate the public domain by coterminous surveys.

White's survey skills and local knowledge allowed Bell to rely upon him to co-ordinate the private surveying activity with Crown surveys. In 1858 White asked Bell for a map of Northern claims because he was

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[146] Ibid. p5

> about to survey, or cause to be surveyed ... a block offered for sale adjoining portions of Berghan's and Partridge's claim near Kohumaru and Putakaka.

He even offered "to survey Partridge's claim" at the same time[147]. A year later, White was apparently engaged in surveying Mangonui area "scrip land". He informed Bell that he

> had not forgotten my promise to you to connect the Berghan's [Oruaiti] and Phillips' [Kaiwhetu] land[148].

Then, the following month White asked Bell to authorise him to employ a surveyor to connect the Pukepoto, Kaitaia and Mangatete claims[149]. When White eventually received Bell's map of northern claims, he pointed out that it omitted Berhan's Oruaiti area which "joins on to some land I am about to purchase ..."[150].

While Bell's overriding motive in arranging coterminous surveys was the augmenting and consolidation of the public domain, White and Kemp saw that this was necessary to defeat Maori opposition to Crown policies. In November 1857, a month after Bell had completed his Mangonui hearings, White wrote to McLean that a recurrence of Maori opposition in the Bay of Islands turned Henry Williams into a supporter of coterminous extinguishment. He therefore asked McLean to employ Kemp in a "mop up" of remaining Maori land in the Bay of Islands before sending him back to Muriwhenua. McLean then instructed Kemp to concetrate his Crown purchase efforts in the Bay of Islands[151].

Kemp fully agreed with White about the need to contain Maori

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147 White to Bell 23 March 1858, OLC 1/875-7, pp763-8.

148 White to Bell 5 April 1859, OLC 6/12.

149 White to Bell 12 May 1859, OLC 1/382, pp14-15.

150 White to Bell 20 Dec. 1858, OLC 1/875-7, p153.

151 White to McLean 10 Nov. 1857, McLean papers, 633; McLean to Kemp 21 Dec. 1857, No. 43, AJHR 1861, C-1, p23.

opposition. In 1856 he told McLean that Bell

> will have to deal very cautiously in settling their [Pakeha] claims especially when the Natives raise any opposition. This will have to be guarded against, or they [Maori] will be down a third time on the unfortunate claimants[152].

In early 1857 White had anxiously awaited Bell's arrival at Mangonui because there were "many claims to adjust" and Maori "claim a great deal of land they have no right to ..."[153]. Finally, in 1859 Kemp confided in McLean that the "Capitalist" development of Northland depended upon Bell upholding Pakeha claims. As he expressed it

> I see no prospect for any private Sales, until Bell's new Crown Grants have come out; everything and everybody is at a standstill until he clears off the claims in his hands[154].

Bell, himself, needed no encouragement in this regard. The record of his Mangonui hearings shows the extent to which he would go to uphold private and Crown claims, and to dismiss Maori opposition[155].

When Waimate Maori challeneged the claims of George Clarke, William Williams and James Davis, the hearing went on for hours, but then

> At a little before midnight the Cmr. [Bell] gave his decision overriding all their objections upon the proofs afforded by repeated references to the old papers in the several claims[156].

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[152] Kemp to McLean 22 Nov. 1856, McLean papers 368. Kemp's father was one of these "unfortunate claimants".

[153] White to McLean 9 March 1857, Ibid. 633.

[154] Kemp to McLean 20 Feb. 1859, Ibid., 368.

[155] Notes of Various Sittings of the Court 3-5 oct. 1857, OLC 5/34.

[156] Ibid. 13 Oct. 1857

Bell used the Crown's documentary evidence to reject Maori opposition, just as he used private surveyors to defuse their opposition to the Crown's acquisition of scrip and surplus land.

(c) Maori Protest

In this section I'll argue that Maori protest against the Crown's acquisition of scrip and surplus land forms the essential backdrop to the 1863 Mangonui purchase. Documenting Maori protest anywhere isn't easy because the Crown assembled most of the historical evidence relevant to the 1863 purchase with a view to legitimising it. Whenever Crown records refer to Maori protest (which is seldom), they refer to it often without indicating who was involved and what were their specific grievances. What appears in Crown records about Maori protest is therefore probably a minute fraction of the total amount of protest activity.

The fact that the Crown recorded its view of Maori protest also enabled its officers to deny Maori the right to speak for themselves. Thus, Maori protest could be recorded in such a way as to make it unrecognisable as such. For example, in 1854 the Native Secretary C L Nugent informed White that "Harauni of Taimaro" and other other Maori begged the Governor for land. According to Nugent, they claimed

> that as they had sold all their land and had none left for their sustenance[,] they wished the Governor would give them some land to live [on][157].

While the Crown probably interpreted this Maori request as an admission of alienation, Nugent did not reveal the Maori word he translated as "sell". Since these people apparently believed they had been dispossessed, their statement was an implied protest, and a call for the Crown to rectify the situation. Instead of granting their request, however, they were apparently told to buy back Crown land at 10/- an acre (land for which, in Muriwhenua, the Crown paid

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[157] Nugent to White 20 July 1854, MA 4/1.

an average of 1/3d per acre)[158].

Despite the paucity of the Crown's record of Maori protest, it continued to crop up especially in White's reports on Mangonui area land. In 1855 he reported how unoccupied land claimed by Pakeha needed to be surveyed because these areas "at present ... give rise to many disputes[159]. In 1857 he reported that Maori were claiming

> a great deal of land they have no right to ... one party claiming from another and from the Government. They think they have only to claim and to offer for sale ... and the Government will make as many payments as they like to ask for[160].

Later that year, White reported that he had been "out ... with the natives looking at more land they offer for sale" in the Mangonui area[161]. This may have been the area known as Te Kopupene which later became the core of the 1863 purchase. A year later, he again referred to Maori offering him land in the area, but because it was, "I must confess", disputed land within the 1840-1841 Mangonui purchase bondaries, he didn't continue negotiations[162].

Despite the fact that White acknowledged continued Maori rights to a part of the Mangonui area in 1857-1858, he continued to claim the most of the area as scrip land. In 1859-1860 White established Thomas Ball's "Special Occupation Block" of over 1,000 acres on what he regarded as scrip land alongside Berghan's Oruaiti claim[163]. When White resumed purchase negotiations with Mangonui area Maori in 1861-1862, the situation resembled that at Oruru in

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158 Ibid.

159 White to Col. Sec. 29 Feb. 1855, IA 1/55/3280.

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

161 White to McLean 10 Nov. 1857, Ibid.

162 White to McLean 28 Oct. 1858, Ibid.

163 Plan SO809 completed by H H Fenton in 1867, was probably begun by White in 1859. White to bell 5 April 1859, OLC 6/1. On the history of the Ball settlement, see McKenna, Mangonui, pp121-3.

1854 and 1856: White had settled at least half a dozen Pakeha in the middle of disputed area.

When White resumed negotiations, he did so with his leading Assessor in the area, Pororua Wharekauri. White retained Pororua's services as an Assessor despite engaging in a dispute with him over Muritoki land in 1861. Maori had gifted Muritoki (along the upper Oruaiti River) to the descendants of Berghan and Turi Katuku in 1836, and in 1861 Pororua supported Berghan's request for a Crown grant there[164]. White and Kemp, however, negotiated with Hare Hongi Hika and other Whangaroa Maori to purchase the area for the Crown. They apparently told the Berghan family that they would have to substantiate their claim by survey. If they couldn't, the Crown would regard the area as Maori land open to purchase[165]. Pororua's part in this dispute may explain why in August 1861 White reported that, as a "dissipated unscrupulous person", he had lost his former influence among his own people[166].

By early 1862 the Mangonui purchase negotiations entered a contentious phase. White reported that Pororua "and the Natives along the Coast reclaimed all the land ... excluding Butler's piece ..." in the Mangonui area. According to White they included scrip land in the area under negotiation because they believed "the land had not been fairly purchased". White refused to recognise their continuing rights in this very large area for which they demanded a payment of £500. The only area White was prepared to pay them for was "a portion ... situated at the back of James Berghan's" Oruaiti grant. White referred to their scrip land claim as "one of the most dishonourable and unblushing attempts at extortion

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[164] Pororua and Kiwha to McLean 14 June, 13 July 1861; Berghan to Butler 26 July 1861, OLC 1/1362 pp72-4, 64-8, 69-71. Typically, the Crown translated Pororua's references to "tuku" as "sell".

[165] Ibid; White/Kemp memo [1861]; Ibid. pp76-9.

[166] White to McLean 28 Aug. 1861, No. 9, AJHR, 1862, E-7, pp22-3.

which has come to my knowledge"[167]. McLean approved White's offer of £100 "for that portion of the block over which the Native title is unextinguished". He instructed him to suspend negotiations "until the Natives acquiesce in your arrangement[168].

McLean's instruction was consistent with the general Crown policy of remaining firm in the fact of Maori protest. Maori, of course, couldn't demonstrate that the Crown's claims to scrip land were based on the unsound premise that Godfrey had verified alienation in 1843. In September 1862 White reported that Maori had agreed to accept his terms "to extinguish their claim ..." without defining the extent of "their claim"[169]. Two months later, however, 38 Maori including Rakena Waiaua, Rewi Kaiwaka and Huirama Tukariri protested what they believed was a wrongful purchase under negotiation affecting a large area streching from near Taupo Bay in the east to near Tokarau in the west. They believed that they had once "sold" this land to "Mr Smith [Smyth]", but White had no right to purchase it from Pororua. The Maori petitioners told the Governor

> This land is ours that we now tell you of as being taken away by Mr White ... It will rest with you to return us our land. Formerly we used to hear the word of the chief of our Runanga Pororua Te Taepa. Now we do not listen to his voice because the evil comes from his friend Mr White[170].

White denigrated this Maori protest by suggesting that the petitioners only wanted more money, and that they were really in league in Pororua to get it. Pororua, White argued, didn't want to jeopardise his Assessor's salary by holding out for more money,

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[167] White to McLean 13 Feb. 1862, OLC 1/558-66, pp116-8.

[168] J Rogan (for McLean) to White 17 March 1862, No. 91, OLC 1/1362 p21.

[169] White to McLean 9 Sept. 1862, OLC 1/558-66, pp118-9.

[170] Waiaua, Kaiwaka, Tukariri and 35 others to Governor 20 Nov. 1862, Ibid., pp120-4. Unfortunately, the Maori original of this Petition is incomplete. The Maori word translated as "sold" appears to be "hoko".

but he was devious enough to use Waiaua et. al. to get what he wanted. According to White, most of the petitioners "lived on the hills" north and east of the harbour "with my permission". A few years earlier, he wrote, they "made a pretense of giving the land to Flavell's children, [but] I forbade it". White again asserted that Maori had no equity in the

> Exchanged or Settled Claims, Smiths [Smyth's], Partridges, Ryans, Berghans, Polacks, Phillips and Thomases, compromising the whole of the eastern side of the harbour from the Whakapaku Block.

White conveniently lumped "exchanged" and "settled" claims together when, in fact, they were very different. While Bell conducted a cursory enquiry into the Berghan and Thomas and Phillips claims prior to granting them (or their descendants) land, neither he nor White could verify that Maori had alienated areas exchanged for scrip and thereafter vacated by the Pakeha claimants. White simply told Maori that the Crown owned this area. If they didn't agree to his terms and accept £100 for a smaller area near Oruaiti

> the land will remain. It belongs to the Government. I will keep the land and money[171].

When Pororua and five others finally signed the Mangonui purchase deed on 19 May 1863, they believed they were transacting the area near Oruaiti often referred to as Te Kopupene (see Map 5, Mangonui Purchase Area, p57). Earlier White described this area as "between the Orowiti [Oruaiti] block and the Sea Eastward to which I admit a Native title"[172]. The handwritten boundary description in the original is extremely ambiguous, however. Instead of reciting metes and bounds it describes the boundaries as

> The outstanding claims in all the lands in the immediate district of Mangonui which were not clearly included within

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171 White to McLean 30 Dec. 1862, Ibid., pp109-114.

172 White minute 13 Feb. 1863, Ibid. p97.

the former purchases[173].

Even more confusing is the map on the left hand margin of the original deed (reproduced in Turton's Plans) showing the Mangonui purchase boundaries as coterminous with the Crown Oruru, Kohumaru and Te Whakapaku purchase boundaries. This area included the disputed scrip land, but excluded the reserves Bell and White had created for Maori at Waiaua and Taemaro (see Map 5 Mangonui Purchase Area p57). This area of possibly 20,000 acres dwarfed the Te Kopupene area which Maori thought they were transacting.

In the Mangonui Report, I indicated that the map on the deed had probably been added after the signing, and that it distorted the boundaries as Maori understood them[174]. Subsequently discovered evidence has confirmed this. In 1870, when Maori successfully claimed at the Native Land Court almost 5,000 acres within the expanded Mangonui boundaries, White and Kemp argued that they had, indeed, purchased the larger 20,000 acre area in 1863. Kemp then provided the Native Department with

> a Sketch privately furnished by Capt. Heale [the Surveyor General] which will, I hope, assist you in tracing out the Deed ...[175].

This provides almost conclusive evidence that the Crown added the map to the left hand-side of the 1863 Mangonui purchase deed seven years after Maori signed it.

Kemp and White unilaterally expanded the purchase area from that agreed upon by Maori (ie. Te Kopupene) to the 20,000 acres mapped on the deed because they attempted to do three things in the 1863 transaction. They, firstly, wanted to extinguish Maori title where

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[173] Mangonui deed 19 May 1863, Crown Deeds and Plans D13(a) No. 412.

[174] Rigby, Mangonui Report, pp24-26.

[175] Kemp to Native Dept. 12 May 1870, DOC Motuopao file pp180-5. I am indebted to David Armstrong for this reference.

White was prepared to recognise that it remained unextinguished, ie. Te Kopupene. They then wanted to confine Maori land rights to two small coastal reserves (examined further in my next chapter). Finally, they wanted to end the scrip land dispute. Since White had refused to admit Maori equity in this area ever since he arrived in Mangonui, he evidently believed that he could use the Mangonui purchase to decisively terminate persistent Maori claims.

If that was White's intention, he certainly did not succeed. The Maori protest which provided the backdrop for the making of the 1863 Mangonui purchase continued after the purchase. It has continued to this very day.

Maori have every reason to protest this the shoddiest of all Crown purchases in Muriwhenua history. If Kemp and White intended extinguishing Maori land rights by coterminous surveys elsewhere, they failed to do in the Mangonui area. Apart from Campbell's 1863 survey of the Waiaua and Taemaro reserves, they produced no other surveys of the 20,000 acre area mapped onto the deed after May 1870. When the first Crown surveyors arrived in this area during the 1880s, Maori obstructed them until threatened with legal action[176]. Although Paeara, the father of the most prominent protest leader, signed the 1863 deed (with its almost incomprehensible boundary description), two other protest leaders hadn't. Huirama Takariri, who signed the Novermber 1862 petition calling for the return of scrip lands to Maori, later supported the Taemaro people's protest[177]. Rewi Kaiwaka, another November 1862 petitioner opposing what became the Mangonui purchase, successfully claimed Whakaangi in the Native Land Court in March 1870 only to see this judgement reversed in favour of the Crown six months later[178]. On the basis of this kind of historical evidence H O Cooney, Counsel for Maori before the 1846-1848 Surplus Land Commission, concluded that there was

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176 Rigby, Mangonui Report, pp30-1.

177 Ibid.

178 Ibid. pp27-8.

at least ... a grave doubt to the European title to the whole of that Mangonui Peninsula - to some of it anyhow, and that doubt still exists[179]

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[179] Ibid., pp33-4.

V CROWN RESERVES POLICY

(a) Apartheid-Muriwhenua Style

Maori opposition to the Crown's extinguishment of their rights to most of the 20,000 acre Mangonui area can be seen as an attempt to avoid the consequences of a process of subordination known in another part of the world as apartheid. Although a white minority regime in South Africa did not proclaim apartheid until 1948, its origins lay in the 19th century when settler governments forced the African majority onto about 15% of the worst land which they designated "native reserves"[180]. In the Mangonui area during the 1860s, the Crown attempted to relocate Maori onto the Waiaua/Taemaro reserves which covered only about 1-2% of all the land from the township to Te Whakapaku. The Crown repeated this subordination of Maori interests throughout the area of Crown purchases, grants and surplus land during the years 1850 to 1865. In the area from Wairahi in the north to Ahipara in the west and Whangaroa in the east, the Crown purchased 207,875 acres (see Table 1, Crown Purchases 1850-1865 p32). Compared to the total of 270,718 acres the Crown "processed" for Pakeha interests, it reserved a total of 7,480 acres for Maori in 21 "Native Reserves" between Wairahi and Whangaroa (see Table 3, Native Reserves 1865 p. 73). The area reserved for Maori, therefore, constituted approximately 2.7% of the area which the Crown "processed" for Pakeha. This, of course, does not account for what appears to be an additional 40,000 acres or so of unreserved Maori land (see Map 6, Native Reserves p. 72).

Although we have no accurate comparisons of Muriwhenua Maori and Pakeha population in 1865, the best available 1867 data suggests that the Maori population was at least double the Pakeha

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[180] Martin Legassick, "South Africa: Forced Labour, Industrialisation and Racial Differentiation" in Richard Harris ed. The Political Economy of Africa (Cambridge, Mass., 1975) pp246-7, 249-50.

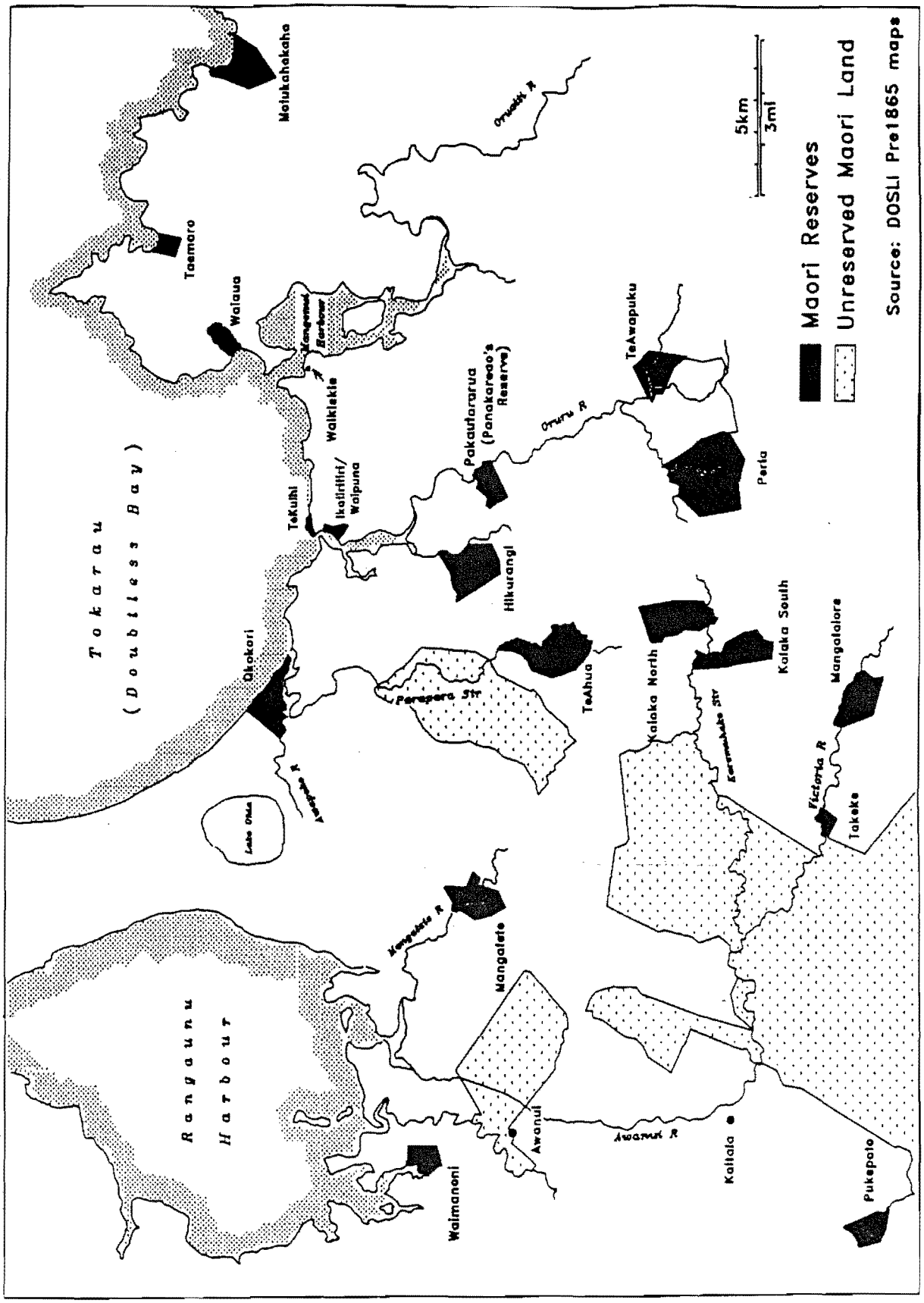
TABLE 2 : CROWN GRANTS, SURPLUS & ASSOCIATED RESERVES 1865

CLAIM NO.	CLAIMANT	AREA	CROWN GRANT acres	CROWN SURPLUS acres	RESERVES acres
160	DAVIS	MANGATETE	466	4,414	
328	J MATTHEWS	KAITAIA	2,449	685	
329	J MATTHEWS	AURERE	1,748	5,229	340 OKOKORI
330	R MATTHEWS	AWANUI	1,183	567	
558-66	BERGHAN	MANGONUI	1,865		
570	BRODIE	KARIKARI	947	381	
617-23	THOMAS, PHILLIPS, AND DERIVATIVE CLAIMS	MANGONUI	1,108		
675	CMS	KAITAIA	1,470	257	
705	FORD	AWANUI	2,627	5,653	
774	PUCKEY	KAITAIA	2,581		
775	PUCKEY	PUKEPOTO	765	450	246 PUKEPOTO
849-8	MURPHY	OPERARA		303	
875-77	SOUTHEE, MAXWELL	AWANUI	5,310	8,586	200 WAIMANONI
1025	RYDER	MAHEATAI	120	200	
1294	STEPHENSON	RUATORARA	1,000	1,482	
1362	BERGHAN	MURITOKI	NOT REPORTED		
	BERGHAN, THOMAS, PHILLIPS, RYAN, SMYTHE, PARTRIDGE	)))		11,000	
			23,636	39,207	

Sources: Bell Report, AJHR, 1862, D-10, pp21-2
Appendix to Bell Report, AJHR, 1863, D-1 pp1-101

TABLE 3 - NATIVE RESERVES 1865

Paraone's Hohora Reserve	100 acres
Mangatete	350 acres
Waimutu	79 acres
Pakautararua (Panakareao's Reserve)	213 acres
Hikurangi	500 acres
Kaiaka North	610 acres
Kaiaka South	361 acres
Mangataiore	330 acres
Peria	982 acres
Te Awapuku	220 acres
Ikatiritiri	40 acres
Te Kuihi	30 acres
Waikiekie	28 square yards
Waiaua	133 acres
Taemaro	96 acres
Motukahakaha	450 acres
Taupo Bay	2,470 acres
Waimanoni	100 acres
Pukepoto	100 acres
Okokori	286 acres
Takeke	30 acres
TOTAL	**7,480 acres**



Map 6: NATIVE RESERVES 1865

population[181]. Not until 1891 did the Pakeha population in the Muriwhenua area exceed the Maori population. In 1865 Maori were still unquestionably a substantial majority of the population in Muriwhenua. The fact that the Crown reserved for the Maori majority 2.7% of the land it processed for the Pakeha minority must be seen within this demographic context.

Map 6 of Native Reserves in 1865 illustrates the geographic context of the Crown's actions. Most Maori reserved and unreserved land is clearly concentrated outside the most agriculturally productive areas. No significant Maori land remained between Kaitaia and Awanui, and only 213 acres remained in the fertile central Oruru valley. Maori undoubtedly valued the ancestral or spiritual significance of the rugged bush reserves at Mangatete, Te Ahua, Kaiaka and Hikurangi, but their economic value was neglible. The Houhora, Okokori, Te Kuihi, Taemaro, Motukahakaha and Taupo Bay reserves could be described as fishing reserves, as well as places with ancestral associations. Fishing, however, was only one part of a diverse Maori economy. The Maori inhabitants of coastal reserves needed access to other seasonal food sources in inland areas, but the Crown's policies were evidently designed to deny them that access.

The Crown's attempt to segregate and subordinate Maori in scattered reserves also denied Maori equal access to the faltering mixed economy which developed during the 1840s and 50s. If Maori were to benefit from the increasing availability of Pakeha skills, technology and services, they had to have access to both productive land and close proximity to towns where they could market their produce. During the 1840s Kaitaia Maori had shared land with the CMS and, in so doing, helped create the town we know today. During the 1850s Maori lived in Mangonui and in most of the area east and south of the harbour. By the 20th century, few Maori lived at

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[181] NZ Census 1867, Part 1, No. 4 records 590 Pakeha at Mangonui, while the 1867 Maori Census records 2,7612 Rarawa. The Pakeha figure should probably be adjusted upwards because it was an Electoral District Summary, and the Maori figure should be adjusted downards to exclude Hokianga Te Rarawa.

either Kaitaia or Mangonui. In effect, the Crown's land policies removed them from the mainstream of economic development[182].

(b) Origins and Assumptions

In the Preliminary Report, we traced the origins of the Crown reserves policy to an 1840 Aborigines Protection Society proposal[183]. In fact, the policy predated 1840. As early as 1836, the House of Commons Select Committee on Aborigines advocated the establishment of "native reserves" to protect indigenous peoples from extermination. In 1839 the NZ Company advocated a reserves policy to convince the Colonial Office of its humanitarian credentials[184]. The proposal to reserve 10% of land purchased from Maori for their use was entirely consistent with the imperial illusions that Maori, left to themselves, would alienate all their land, and that Maori endowed land with little or no value[185]. While the Crown didn't necessarily subscribe to the Company's "Tenths" formula, it shared the pervasive assumption that Maori couldn't possibly use large areas of land economically, and that their land acquired value only in proportion to its proximity to Pakeha settlements. Even though the Crown did not implement its 1846 "waste land" doctrine, the assumption that Maori needed little of their land guided all subsequent Crown purchase policies[186].

By the 1850 most Crown officers also assumed that as the Maori population declined, so would their need for productive land. In this situation, McLean could insist that reserves had to be "sufficiently extensive to provide for their present and future

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182 See Maori Census Returns 1870-78 AJHR 1870 A-11, p.3; Ibid., 1878, p11. Reports on Native Schools 1890-1905, AJHR 1890, 1895, 1900, 1905 E-2, pp3, 17, 26, 23.

183 Rigby/Koning, Preliminary Report, pp117, 127-9.

184 NZ Company Instructions nd encl. in Hutt to Normanby 29 April 1839, No. 6, BPP 1840 (238) pp 24-5.

185 Rigby, Empire on the Cheap, pp9-12.

186 Ibid., pp78-80.

wants", because he expected their wants to diminish. He also insisted that Maori reserves be located in close proximity to Pakeha populations in order to avoid the very removal from mainstream economic development that occured in Muriwhenua[187]. McLean supported the 1856 Native Reserves Act which stipulated that each reserve should be administered by a Board of Trustees including Crown officers, missionaries, and "responsible chiefs". Again, this part of the Crown reserves policy was not followed in Muriwhenua where the Crown appointed no such administering authorities[188].

In my summary of the Preliminary Report presented to the Waitangi Tribunal in December 1990, I stated that adequacy of reserves was one of the issues raised in that report. In retrospect, it's clear that the Crown designed the reserves to be adequate for a declining Maori population, but they designed them at a time when Maori were still a substantial majority of the population. They also designed them at a time when the Crown could not conceive of Maori playing more than a subordinate role in ecomonic development. Nonetheless, subordination on reserves was not something the Crown announced as its policy in 1840, and the issue should still be addressed in relation to what was agreed to in various Treaty transactions. It also should be addressed in relation to whether or not Maori consented to the Crown's reserves policy. In the following section, I'll argue that, in five specific instances, Maori opposed the Crown's policy and actions.

(c) Contested Maori Reserves

As indicated in my reconstruction of the history of Maori opposition to the 1863 Mangonui purchase, the Crown's record of events (which historians depend upon) is often denuded of relevant Maori evidence. Maori didn't have the same opportunity to record

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[187] McLean to Col. Sec. 29 July 1854, No. 41, Turton's Epitome of Documents D, p21.

[188] Rigby/Koning, Preliminary Report, pp128-9.

in writing events which the Crown invariably recorded in justification of its own actions. We also have to contend with the fact that most Crown records pertaining to Maori affairs before 1865 were destroyed by fire in 1908 and 1952. Nonetheless, I've pieced together frements of evidence of Maori protest over five areas which were either reserved, or which Maori wanted reserved: Oruru, Raramata, the Sandhills, Taemaro and Waiaua.

The struggle over Panakareao's Oruru reserve is outlined in the Oruru report[189]. White promised Panakareao this reserve in his 1854 purchase receipt, but during the 1856 purchase negotiations White tried to get Puhipi to agree to move Panakareao's surviving brother and daughter off the reserve. White and Kemp combined to prevent Pororua getting a comparable reserve, but they apparently believed that Panakareao's reserve would continue to draw Maori attention to Oruru. In late 1856 McLean was willing to support the removal of all Maori from Oruru, even though this in violation of the 1854 agreement creating Panakareao's reserve[190].

Nopera te Puru, guardian of Panakareao's daughter, Wharo Ngakuku, apparently won Tipene's support, and refused to budge. Local trader, Samuel Yates, travelled with him to Auckland to defend the rights guaranteed in 1854[191]. White, nonetheless, continued his eviction attempts throughout 1857 and 1858 with the full support of McLean and Kemp. Obviously, he lacked Maori support because he failed to evict Panakareao's whanau from Oruru[192]. By August 1859, since Maori remained resolute, McLean relented. His assistant informed Kemp that the Crown could force Panakareao's whanau off the Oruru reserve only if he could provide his superior

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189 Rigby, Oruru Report, pp45-6, 48-9.

190 White to McLean 15 Nov. 15 Dec. 1856, McLean papers 633; McLean to White 26 Dec. 1856, MA 4/2.

191 White to McLean, 2, 9 March, 3 June 1857, McLean papers 633.

192 Kemp to McLean 12 June 1857, No. 37, AJHR 1861, C-1, p21; McLean to White 16 Dec. 1857, 26 Dec. 1858, MA 5/2 pp126, 191.

with compelling reasons for doing so[193]. In admitting defeat, the Crown reluctantly honoured White's 1854 agreement. Had it not been for concerted Maori resistance, however, the Crown would have knowingly violated that agreement.

The contested Raramata reserve emerged not from within a Crown purchase, but from within the Joseph Matthews Aurere (or Parapara) claim. The Crown eventually denied Maori a 3,000 acre Raramata reserve, granting them instead a 300 acre sandbar at Okokori. This decision, however, can be understood only in the context of the coterminous surveys which linked Old Land Claims with Crown purchases.

When Matthews presented his Aurere claim to Bell in October 1857, he wished Maori to retain a 3,000 acre Raramata reserve in accordance with the terms of the original pre-Treaty transaction[194]. Upon hearing this request, Bell

> declined to accede to this: but upon a discussion with the natives agreed to make them a Reserve of 300 acres at Raramata [Okokori] ... The whole question was gone into with the natives respecting the surplus reverting to the Crown[195].

In one fell swoop, Bell got the Crown what subsequent surveys revealed to be 5,229 acres of surplus land. More than that, he allowed White to arrange coterminous surveys almost all the way from Ahipara to Mangonui by 1860. The 5,229 acres between the Matthew Aurere grant and the boundaries of the 1859 Crown Puheke and Waiake purchases could have interrupted these coterminous surveys.

As it was, in September 1859, White was able to report to Bell

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[193] Smith (for McLean) to Kemp 1 Aug. 1859, No. 77, AJHR 1861, C-1, p37.

[194] Parapara deed 14 Nov. 1839, Turton's Private Land Purchases I:48; Panakareao's statement 30 Jan. 1843, OLC 1/329 p7.

[195] "Notes of Various Sittings of the Court" 5 Oct. 1857, OLC 5/34.

> you will find that the plans forwarded to the Land Purchase Department give a complete survey of the Country from Auriri [Aurere] the Rev. Joseph Matthews['] land to Ahipara[196].

White forgot to add his own 1857-1858 Otengi and Oruru surveys to the coterminous chain of private and Crown surveys. Clearly, Bell's decision to deny Maori a 3,000 acre Raramata reserve must have reflected his commitment to linking Old Land Claims with Crown purchase areas.

Like Raramata, the Sandhills area west of Kaitaia and Awanui was never reserved to Maori, even though they made repeated efforts to ensure that it was, and even though the Crown repeatedly promised them a Reserve there. Like Raramata, the Sandhills area ended up as surplus land of the Crown between major Old Land Claims and Crown purchases. Contention over the use of the Sandhills area of approximately 10,000 acres preceded Bell's October 1857 hearing. For several years the Crown permitted Maori to dig gum and graze cattle there, but it was claimed by two Pakeha, Ford (the former Oruru claimant) and Maxwell (who bought out Southee's interests at Awanui).

As early as 1855 White indicated Maori desires to defend their rights to use both riverbank and Sandhills reserves in the Ford and Maxwell claims (for the locations of these areas see Map 4, Awanui-Kaitaia-Ahipara Land p21). White defended Maori rights to use the Sandhills area which he assumed would become surplus land once Pakeha claimants surveyed their grants[197]. Maxwell opposed Maori use of the land from Awanui to the Ninety Mile Beach and, according to White, threatened to obstruct any Crown attempts to survey off surplus land in the Sandhills. White's main concern was to avoid a major dispute. In January 1856 he wrote

> My principal difficulty with the Natives arises in preventing

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196 White to Bell 3 Sept. 1859, OLC 1/160, pp16-20.

197 White to Col. Sec. 31 July 1855; Kemp memo 17 Oct. 1855; White to Col. Sec. 26 Jan 1856, OLC1/875-7, pp111-2, 115, 136-9.

> Noble and others from interfering with the Europeans. In a distant district like this, such interference ... would be likely to lead to considerable danger to the European inhabitants[198].

When the matter came before Bell in October 1857, Timoti Puhipi stated in relation to Ford and Maxwell's claim that he did not want "any European boundary to come out to the Coast saving that alone of the Government purchase". The purchase he was referring to was evidently the Muriwhenua South purchase then under negotiation. The Maori claim to the Sandhills, therefore has to be viewed in the context of Crown purchase activity as well as that of Old Land Claims. Bell assured Puhipi and six other Maori that if they required a Sandhills reserve they could apply to White "who is to let the Commissioner [Bell] know that it may be granted ..."[199]. Bell's willingness to grant the Sandhills reserve may have been influenced by the stature of Puhipi's father, who was then a leading Maori negotiator of the Muriwhenua South purchase.

Bell then agreed with another group of Maori in relation to the Maxwell claim that they would receive a 200 acre Reserve (eventually located at Waimanoni) and be permitted to continue to run their cattle in the Sandhills. Just as with Ford's claim, Bell agreed

> to make them a further [Sandhills] reserve within the Boundaries if asked to do so and recommend by Mr White[200].

Maori signed a statement that they understood that they would "give up" the Sandhills cattle run "at once, as any is sold". Since this statement contradicted the Reserve promise, it must have been

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198 Ibid.

199 Timoti Puhipi Sworn Statement 5 Oct. 1857, OLC 1/705, p55.

200 "Notes of Various Sittings of the Court" 5 Oct. 1857, OLC 5/34; Maori statement 5 Oct. 1857, OLC 1/875-7, pp140-1.

virtually incomprehensible to the signers[201].

White apparently sided with Maori in their Sandhills dispute with Maxwell because he felt Maori supported the Crown's claim to the area. In March 1858, White complained to Bell that Maxwell had extended his survey boundaries through the Sandhills to the Ninety Mile Beach

> without the knowledge of the Natives who are much exasperated about it, and have personally protested to myself and Mr Kemp[202].

Bell replied to this letter by stating

> I have always held the doctrine that no land <u>once sold</u> should be <u>taken back</u> under any circumstances whatever; but it is quite a different thing of course <u>to give it back</u> from the Government, and if you should think it really requisite for the welfare of the Natives that a Permanent Reserve of the Sandhills should be made for them... I have no doubt the Government will accede to the proposal[203].

Maxwell informed Bell that Maori had lodged their Sandhills claim at an Ahipara meeting with Kemp and White. This was probably the February 1858 meeting at which Maori signed the Muriwhenua South deed. Maxwell was willing to acknowledge the Maori claim to a Sandhills reserve, but he still opposed them using it as a gum digging, cattle grazing area[204]. For his part, White maintained that he had always tried to discourage Maori from pursuing their dispute with Maxwell, but he couldn't prevent them from using "their reserve" as they wished. Thus by mid 1858 both Maxwell and White assumed Maori had a Sandhills reserve, despite the fact that it hadn't been surveyed[205].

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201 Ibid.

202 White to Bell 23 March 1858, Ibid. pp163-8.

203 Bell to White 3 April 1858, Ibid., p169.

204 Maxwell to Bell 25 May 1858. Ibid., pp121-5.

205 White to Bell 8 July 1858, Ibid., pp126-31.

Soon afterwards Puhipi indicated where he probably wanted it surveyed. He indicated that the whole Sandhills area from Kaikino Creek to the beach "had never been sold" to Pakeha. Puckey failed to persuade him to the contrary. Paradoxically, Puhipi had tried to mediate when Awanui people obstructed Maxwell's survey. For his pains, he was apparently knocked down and he demanded land to compensate for loss of dignity. White complicated matters by offering him a 200 acre reserve in compensation which should have been in addition to the larger Sandhills reserve, and to the Waimanoni reserve[206]. White, however, may have thought he could get away with reserving only 200 acres out of the 10,000 acre Sandhill area.

Two weeks later White recorded that he "settled" the dispute at a Pukepoto meeting by getting Puhipi to agree to a reserve in the Sandhills area. Since this was at a time when the Crown Ahipara purchase was under negotiation, White's action may have been designed to maintain Puhipi's co-operation in that regard[207]. McLean promptly approved White's action recommending

> that the reserve for Puhipi ... [be] situated on land which reverts to the Government [and] should be granted to that Chief under a Crown title under the Native Reserves Act 1856[208].

Bell then admitted that since McLean had decided that this matter was within the jurisdiction of the Native Land Purchase Department, it was for that Department to act upon the Sandhills matter[209].

Once Puhipi had signed the Ahipara purchase deed in December 1859, the matter probably became less urgent for White. He surveyed the Waimanono reserve but he never surveyed the Sandhills reserve.

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206 White to Bell 16 Aug. 1858, Ibid. pp133-5.

207 White Diary, 30 Aug. 1858, Ibid. p155.

208 McLean minute 15 Sept. 1858, Ibid.

209 Bell report 14 March 1860, Ibid. pp159-60.

When Bell reported that the Ford claim in mid 1860, he noted that Maori had failed to press the matter of the Sandhills reserve[210]. Nothing could have been further from the truth. Maori had repeatedly advanced claims to the sandhills area throughout 1855-1858. By 185, however, the Crown had promised them such a reserve on several occasions, mainly to resolve their dispute with Maxwell. If Maori didn't continue to advance claims during 1859 and 1860, it was almost certainly because they believed that the Crown had secured their rights to the Sandhills. It was not until Puhipi's son enquired about the Kaikino matter 30 years later, that Maori discovered to their dismay that they had no rights there[211].

The Taemaro reserve is one I've examined in the Mangonui Report as pre-dating the 1863 Mangonui purchase which formalised it[212]. Bell apparently agreed to this reserve (and to a larger one at Waiaua) in 1857 without hearing any evidence on Maori rights in the scrip land areas which White claimed as Crown land, but which Maori also claimed.

In 1861 White reported that the "Ngatieaukiwi" hapu headed by "Paihara" [Paeara] occupied "Government Land" [scrip land] out of which he would create the Taemaro reserve[213]. Although White didn't mention Taemaro people specifically, they were probably among Maori who claimed rights to the bulk of the Mangonui area (roughly the scrip-land area) in the contentious 1861-1862 negotiations[214]. When Maori agreed not to push White on including scrip land in the 1863 deal, but to settle on the smaller Te Kopupene area, they also agreed to accept the Taemaro and Waiaua

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210 Bell report 30 June 1860, OLC 1/705, pp60-3.

211 Houston to Kensington 8 March 1892. Kensington to Houston 12 March 1892, Lands & Survey records, Box 88, file 2173, National Archives, Auckland.

212 Rigby, Mangonui Report, p22.

213 White to McLean 28 Aug. 1861, No. 9, AJHR 1862, E-7, pp22-4.

214 White to McLean 13 Feb. 1862, OLC 1/558-66, pp116-7.

reserves[215]. White, however, interpreted this to mean that they forfeited their claim to scrip land and agreed to be confined to the reserves. He described their scrip land claim as a dishonest attempt to repudiate "all their former sales", and he believed that had he not commissioned Campbell to survey the reserves, Maori would have included all the scrip land in them. In justification of his confinement policy, he wrote

> I have always dealt liberally with the Natives in land matters. They have plenty of Reserves, and generally the best parts[216].

Irrespective of White's "liberal" allocation of 77 acres at Taemaro (and 144 acres at Waiaua) out of an area of 20,000 acres, and the question of whether these were "the best parts" of that area, is the question of how the "parts" were related to the whole. In petitioning the Governor for the return to Maori of a broad strech of land stretching from almost Taupo Bay to Tokarau in November 1862, Rakena Waiaua and his 37 co-petitioners indicated a preference for the whole rather than any parts. Although few of the petitioners appear to have resided at Taemaro, the area they claimed included Taemaro. For the coastal reserves to have any economic viability, the people living there needed to have access to inland resources such as timber and pigs. In addition, Butler had begun to graze cattle in the Mangonui hinterland. Maori, such as Kaiwaka, worked for him as "cow-herds", but eventually they would have run their own cattle, and needed access to the hinterland to do so[217].

As explained in my earlier analysis of the 1863 Mangonui purchase, White and Kemp construed it as Maori consent to their confinement on the Taemaro and Waiaua reserves. Rewi Kaiwaka, and Huirama Tukariri did not consent to this, because they claimed rights in

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215 White to McLean 9 Sept. 1862, Ibid., pp118-9.

216 White to McLean 30 Dec. 1862, Ibid. pp109-114.

217 Rakena Waiaua et al to Governor 20 Nov. 1862, White to McLean 30 Dec. 1862, Ibid., pp120-4, 109-14.

the larger scrip land or hinterland area, and they did not sign the 1863 deed. Even though Rakena Waiaua, Pororua and Paeara signed the deed, nothing in either the negotiations preceding the signing, or in the wording of the deed, led them to believe that they consented to confinement on reserves.

Even at Waiaua, Maori did not consent to confinement. The close proximity of this area to the trading port of Mangonui, and the fact that White allocated Maori there almost twice the area he left Taemaro people with, seemed more "liberal" treatment than than bestowed upon most Muriwhenua Maori. In October 1857 Bell recorded that he had agreed to make "a small reserve" at Waiaua (or Waitetoki)[218]. Most Maori living there apparently worked in the Mangonui provisioning or timber trade. White referred to them either as the Ngatirehia hapu, the "Toriti" or the "Pera te Ra party"[219]. While White praised both Waiaua and Taemaro people as being "attached to Europeans" in his August 1861 report, when Maori began to claim scrip land his opinion of them suddenly became less charitable. He was particularly scathing in his denunciation of the November 1862 petitioners who he identified with the "Toriti" or "Pera te Ra party"[220].

Although the November 1862 petitioners pitted themselves against Pororua, they did so mainly because they believed he had become White's mouthpiece. Pororua, however, had not become White's mouthpiece. Not only did he oppose White and Kemp's attempts to include Muritoki in a Crown purchase during 1861, he also opposed Bell and White's planned Waiaua reserve during that year. With his brother Kiwha, Pororua claimed that "the Government has no right to survey their [Waiaua] land without their knowledge ..."[221].

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218 "Notes of Various Sittings of the Court", 5 Oct. 1857, OLC 5/34.

219 White to McLean 28 Aug. 1861, No. 9, AJHR, 1862, E7, pp22-4; White to McLean 30 Dec. 1862, OLC 1/558-66, pp109-14.

220 Ibid.

221 Berghan to Butler 26 July 1861, OLC 1/1362, pp69-71.

Despite the fact that Pororua signed the 1863 Mangonui deed, he did not withdraw his objection to White creating a reserve out of scrip land which Pororua had not transacted with Ryan before the Treaty[222].

Almost a year after Pororua had supposedly consented to the Waiaua reserve he wrote

> Ko Waitotoki [Waiaua] ki kihai i tuku e au ki nga pakeha.

The Crown translated this as

> I did not dispose of Waitotoki to the Pakehas[223].

White by this time had grown thoroughly sick and tired of the prolonged Maori protest over the Mangonui purchase and its associated reserves. In particular, he objected to Pororua's statement that "all the Maori's land is going to the Pakehas".

White decided to end the interminable wrangling with the following statement:

> I have so often remarked on Pororua's unscrupulous manner of claiming land that I think the best way will be to take no further notice of these claims, the land he mentions has been bought and paid for several times and there are living witnesses - but I, to set these disputes at rest for ever on 12 May 1863 [sic] gave him and his people £100 to give up all claim to the land there and besides I have two reserves marked off for them, one at Waitetoki [Waiaua], the other at Taimaro[224].

Evidently, the essence of Maori protest over the 1863 Mangonui purchase and its associated reserves lay in the nature of pre-Treaty transactions. Were they reciprocal exchanges of rights or

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222 Ryan claims, Dec. 1840, OLC 1/403-7, pp7-10.

223 Pororua to Governor 5 April 1864, OLC 1/1362, pp57-9.

224 White minute 7 June 1864, Ibid p57.

tuku transactions, as Pororua's statements in Maori seem to indicate? Or, were they absolute alienations of all Maori land rights, as the Crown maintained?

VI CONCLUSION: ISSUES ARISING

Just as in "Empire on the Cheap", there appear to be four main issues arising from the evidence presented in this report: (a) Proper representation of Maori interests in Crown purchase and associated reserve transactions; (b) The clarity and accuracy of boundaries; (c) The adequacy of the equivalent exchanged; and, (d) Whether both parties understood the full implications of each and every transaction. I'll now discuss each of these issues in turn.

(a) Representation of Maori Interests

In assessing whether or not Maori interests were properly represented in Crown purchase transactions, I'll begin by suggesting what I think the Treaty required. The Treaty transactions in the North, as analysed in "Empire on the Cheap" appear to require Maori consent expressed in customary ways for any transfer of land rights to the Crown[225]. To determine whether or not Maori consented to such transfers in keeping with custom, the Crown needed to understand both the sources of Maori land rights and their proper mode of transferral. In "Empire on the Cheap", I argued that the Crown failed to develop a coherent conception of either during the 1840s[226]. In this report, I've argued that the Crown's 1856 Board of Inquiry and Fenton's subsequent prescription were concerned less with understanding Maori land rights, than with finding the most proficient way to extinguish them.

During White and Kemp's Crown purchase activities in Muriwhenua they consistently sought to extinguish Maori land rights as proficiently as possible. Even Chief Land Purchase Commissioner McLean, whose understanding of customary transferral of land rights probably exceeded that of his subordinates, avoided extended discussions with Maori on this subject. McLean told the 1856 Board

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225 Rigby, Empire on the Cheap, pp23-36.

226 Ibid., pp43-8.

of Inquiry

> It is not advisable to say much to the natives about the purchase of their lands; they get suspicious, and a desire arises in their minds to retain them[227].

Evidently, McLean preferred minimal Maori representation in Crown purchase transactions. Maximal Maori representation (no matter how many Maori participated in the transaction) would have required prolonged korero. Such prolonged korero invited multiple claims, and subsequent negotiation with Maori who maintained their interests were not properly represented in the initial transaction.

Since the Crown has failed to preserve most of the written records documenting its purchase activity in Muriwhenua between 1850 and 1865, historians probably cannot determine exact levels of Maori representation. The 1908 General Assembly and 1952 Hope Gibbons fires destroyed almost all the unpublished records of the pre-1865 Native Land Purchase Department. All that survives of this irreplaceable evidence are the Register entries showing, for example, that White's daily diary entries on purchase activity are not available to historians.

Even where the Crown has preserved evidence, such as the evidence relating to Bell's surplus land transactions, it often says little about the level of Maori representation. Bell names few of the Maori present at his hearings. He normally refers to them collectively as "the natives". He never lets them speak for themselves, and he seldom records either the nature of their concerns, or whether they consented to his "settlements"[228].

While it may not be possible to determine the exact level of Maori representation in purchase transactions, I think it is possible to assess the general level of representation from the evidence

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227 McLean evidence 17 April 1856, BPP 1860 (2719) p304.

228 "Notes of Various Sittings of the Court" 3, 5, 13 Oct. 1857, OLC 5/34.

presented in this and other reports. The issue of Maori representation can be divided into three questions:

1 Did the Crown undertstand the nature of Maori land rights sufficiently to determine whether or not Maori with rights were properly represented in purchase and associated transactions?

2 Is it necessary to determine the exact levels of Maori representation in each and every transaction?

3 Since Crown purchase policies were national policies with national resources devoted to their implementation, did the Crown have an obligation to negotiate them with a national Maori body prior to negotiating purchases with local groups?

(b) The Boundary Question

The 1856 Board of Inquiry repeatedly stated the necessity for a Crown surveyor to traverse purchase and reserve boundaries with Maori prior to their signing the deed[229]. McLean consistently maintained that a completed plan clearly and accurately identifying all boundaries should be attached to the deed signed[230].

The evidence presented in this report regarding the four selected Crown purchases indicates that clear and accurate plans or maps were normally not available to Maori signing the deeds. White concluded Waikiekie purchase negotiations well before his survey was available. He surveyed the area only because the Attorney General required it, and he formalised the transaction in an ex post facto fashion in May 1850[231]. White completed his Oruru survey almost 4 years after the 1854 transaction, and almost 2 years after the 1856 transaction. He also departed from the vague

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[229] Board of Inquiry report 9 July 1856, BPP 1860 (2719) pp240-1.

[230] McLean to [Gore Browne's] Private Secretary 4 June 1856, Ibid., pp306-8; McLean to Kemp 8 Sept. 1856, 28 June 1858, Nos. 18, 56, AJHR, 1861, C-1, pp11, 28.

[231] White to Col. Sec. 4 Oct., 8 Nov. 1849, OLC 1/403-7, pp30-3.

receipt and deed boundary descriptions by separating the Taipa area in his surveys, and by transacting that once more in the 1858 Otengi purchase. Finally, the Crown added to the left hand side of the 1863 Mangonui purchase deed a map at least 7 years after Maori signed the deed. This map radically altered what Maori understood to be the boundaries agreed upon. In fact, it expanded the purchase boundaries from the smaller Te Kopupene area to what was probably a 20,000 acre area in which Maori believed they retained their rights[232].

Not only did the Crown fail to observe its own pre-purchase survey policy, it failed to ensure that Crown surveyors left a record of how they traversed boundaries with Maori. The staff of the Auckland District Office of the Department of Survey and Land Information have assured me that no Crown surveyor's pre-1865 field books survive for not only Muriwhenua, but also for all of northern New Zealand. Without such field books, it's impossible to verify whether boundaries were properly traversed with the proper Maori representatives.

The boundary issue can, therefore, be divided into three questions:

1 Is it necessary to confirm the proper traversing of boundaries before assessing whether boundaries were clear and accurate?

2 Does the Crown's failure to conduct pre-purchase surveys permit a common and precise understanding of boundaries?

3 If both parties did not reach a common understanding of boundaries, did the transaction remain a binding one?

(c) Adequacy of Equivalent

The Crown's payment for the purchase of Muriwhenua land can hardly be considered adequate by any immediate standard of equivalence. The average price per acre paid by the Crown to Muriwhenua Maori

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[232] Kemp to Native Department 12 May 1870, DOC Motuopao file, pp180-5.

of approximately 1/3d was well below the 10/- per acre Maori had to pay to repurchase it during the 1850s[233].

Nonetheless, both Maori and the Crown apparently agreed that the long term benefits of attracting responsible Pakeha settlers to Muriwhenua would far outweight the immediate cash equivalent in importance. Maori evidently believed major transactions with the Crown to be continuing exchanges for the benefit of future as well as current generations. The Crown's 1856 Board of Inquiry also saw the long-term benefits of Crown purchases to be the Pakeha fences, roads, farms and towns which would improve the value of remaining Maori land[234].

I've argued in this report that Maori gave a great deal to the Crown before 1865. The persistence of gift exchange in Maori society suggests that Maori "gave" rather than alienated most of the 270,000 acres processed by the Crown in Muriwhenua before 1865. In return, Maori received 1/3d per acre, perhaps 1,000 Pakeha settlers, a Native Hospital at Mangonui and a kind of local government in which their Assessors played a minor role. Most Muriwhenua Maori associated the Kaitaia mission with the Crown, but missionary religious and medical services received little Crown support. The issue of adequacy of equivalent boils down to two main questions:

1 Did Muriwhenua Maori receive an adequate return for the land the Crown purchased from them, or otherwise processed before 1865?

2 If the equivalent Muriwhenua Maori received during the 19th century was less than adequate, what would be an adequate equivalent today?

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233 Nugent to White 20 July 1854, MA 4/1.

234 Report of Board of Inquiry 9 July 1856, BPP 1860 (2719) p238.

(d) The Full Implications of Each and Every Transaction

In this report I've argued that Crown purchases together with Crown actions towards Old Land Claims in Muriwhenua constituted on attempt to achieve a general extinguishment of Maori land rights. The fundamental question of extinguishment is: was it consistent with the terms of the Treaty of Waitangi?

The Crown can argue that Maori signed the Treaty in the hope of attracting Pakeha settlers, and "opening" up New Zealand for settlement required the systematic extinguishment of customary tenure. The Crown also promised to protect only those rights and resources which Maori wished to retain. Did Maori subsequently consent to the general extinguishment of their land rights, as well as to the specific alienation of land in separate Crown purchases?

The nearest the Crown came to attempting to obtain any form of general Maori consent on these issues was during the 1856 Board of Inquiry's investigation, and during the July 1860 Kohimarama Conference. For the 1856 Board, the Crown selected as Maori informants a handful of the kind of Maori most likely to support the extinguishment of customary land rights. Nonetheless, there was no unanimity among Maori informants in support of extinguishment even in its disguised form of individual Crown grants for selected Maori[235]. The Crown also attempted to obtain Maori consent for this disguised form of extinguishment at Kohimarama in 1860. Instead, Maori often demanded Crown grants for customary tenure, and criticised the Crown for purchasing their land at below market rates. Eventually the Conference turned into a general declaration of loyalty, but even this was not without its conditions[236].

If the Crown had wanted to push the question of Maori consent for

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[235] Board of Inquiry evidence, BPP 1860 (2719) pp277-82, 285-7.

[236] Proceedings of the Kohimarama Conference, Maori Messenger (July-Aug. 1860) Vol VII Nos. 13-16.

extinguishment, Gore Browne and McLean could have done so at the subsequent February 1861 hui at Mangonui. They chose not to. Later that year Kemp reported after fruitless Crown purchase negotiations in Muriwhenua North

> the differences which have unadvoidably arisen between the Government and the Natives of the South connected with extinction of the Native Title have been the permanent subject of discussion with the Natives here ... it has been suggested to the natives, that the present system of purchase has been but part of a scheme under which to dispossess them of their land (the price for [far] below its real value,) and eventually to confirm [confine??] their own claims to certain limited spots; the residue to become unconditionally the property of the Crown[237].

This suggests that the people of Muriwhenua North, and probably Muriwhenua as a whole, did <u>not</u> consent to the general extinguishment of their customary land rights.

The question of extinguishment highlights the importance of understanding the nature of pre-Treaty transactions. The persistence of Maori gift exchanges throughout the Crown purchase period, and the prevalence of tuku in the Crown purchase deeds (even when combined with hoko and hoatu after 1858) suggests continuity in the Maori understanding of all transactions from the 1830s to the 1860s.

In conclusion, the issue of common understanding can be broken down into the following three questions

1 Was the attempted general extinguishment of Maori customary land rights consistent with the terms of the Treaty of Waitangi?

2 Did Muriwhenua Maori freely consent to alienate their rights in specific purchases with a full understanding of the long-term consequences?

3 Did Maori freely consent to a general extinguishment of their land rights with a full understanding of the long-

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[237] Kemp to McLean 7 June 1861, No. 95, AJHR 1861, C-1, pp43-4.

term consequences?

APPENDIX

STATISTICS RELEVANT TO MURIWHENUA
(based on data from Statistics of New Zealand)

Compiled by Aaron Mikaere (February 1992)

EUROPEAN POPULATION OF AUCKLAND 1853 - 1865

	1853	1854	1855	1856	1857	1858	1859
Auckland	10,853	11,919	12,091	15,335	16,315	18,177	21,686
Total(NZ)[238]	-	32,554	37,192	48,193	52,155	61,224	73,343

	1860	1861	1862	1863	1864	1865
Auckland	23,732	24,420	27,644	35,703	42,132	49,605
Total(NZ)	83,919	106,315	133,114	175,357	184,131	201,712

NET EXCESS OF IMMIGRATION OVER EMIGRATION IN AUCKLAND 1853 - 1865

	1853	1854	1855	1856	1857	1858	1859
Auckland	507	855	1,818	375	589	1,848	3,084
New Zealand	-	-	3,937	-	3,042	-	-

	1860	1861	1862	1863	1864	1865
Auckland	1,251	918	3,277	6,438	7,671	6,096
New Zealand	6,064	16,222	20,991	35,120	8,527	12,309

PROPORTION OF EUROPEAN LITERACY IN NEW ZEALAND 1855-1864

Illiterate

	1855	1856	1857	1858	1861	1864
Auckland	34.06	25.68	-	26.35	24.39	21.06
New Zealand	-	24.83	24.74	25.19	22.32	20.13

Read Only

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[238]. National figures were unavailable for 1853 due to incomplete records. National figures for 1854 and 1855 are exclusive of the Military and their families.

PROPORTION OF EUROPEAN LITERACY IN NEW ZEALAND 1855-1864 cont.

	1855	1856	1857	1858	1861	1864
Auckland	11.98	14.10	-	12.46	10.01	6.36
New Zealand	-	13.55	13.30	11.30	9.01	7.17

Literate

	1855	1856	1857	1858	1861	1864
Auckland	53.96	60.22	-	61.19	65.60	72.58
New Zealand	-	61.62	61.96	63.51	68.67	72.70

TOTAL VALUE OF IMPORTS AND EXPORTS IN AUCKLAND 1853 - 1865

Imports

£	1853	1854	1855	1856	1857	1858	1859
Auckland[239]	253,927	340,353	362,134	261,171	315,752	336,637	402,596
Russell	4,338	4,470	5,976	5,502	3,529	3,342	3,258
Hokianga	462	1,379	585	958	2,730	1,589	1,406
Mangonui	1,191	2,719	3,498	3,357	1,765	3,684	4,696
TOTAL[240]	259,918	348,921	372,193	270,988	323,776	345,252	412,001

£	1860	1861	1862	1863	1864	1865
Auckland	457,237	591,921	815,237	959,736	2,221,195	1,846,961
Russell	3,428	4,904	7,590	7,091	4,797[241]	2,233
Hokianga	1,093	1,473	1,686	1,695	5,350	1,822[242]
Mangonui	4,272	690	2,050	1,828	-	-
TOTAL	466,030	598,988	826,563	970,350	2,231,342	1,851,016

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[239] From 1854 onwards, this total includes the ports of Whangarei, Kaipara and Kawhia. For 1864 and 1865 this also includes Waikato.

[240] All Figures rounded to the nearest pound.

[241] For 1864 and 1865 total is combined for Russell and Mangonui.

[242] This total for Hokianga also includes Whangarei.

TOTAL VALUE OF IMPORTS AND EXPORTS IN AUCKLAND 1853 - 1865 (CONT.)

Exports

£	1853	1854	1855	1856	1857	1858	1859
Auckland[243]	148,725	170,787	151,834	115,952	90,918	77,898	89,217
Russell	512	348	43	582	769	1,534	606
Hokianga	5,712	6,958	1,971	6,495	7,461	9,555	14,681
Mangonui	375	2,318	1,931	2,505	2,811	2,762	2,124
TOTAL	155,324	180,411	155,779	125,534	101,959	91,749	106,628

£	1860	1861	1862	1863	1864	1865
Auckland	80,214	62,794	79,604	197,297	342,951	225,886
Russell	1,102	705	1,431	497	128	442
Hokianga	7,467	12,336	6,560	8,993	9,736	4,386
Mangonui	2,369	2,711	440	283	524	177
TOTAL	91,152	78,546	88,035	207,070	353,339	230,891

REVENUE OF NEW ZEALAND 1853 - 1865

£	1853	1854	1855	1856	1857	1858	1859
Auckland	74,964	128,832	75,221	71,700	65,265	65,507	80,511
New Zealand	149,820	292,040	175,896	188,329	248,257	341,655	459,649

£	1860	1861	1862	1863	1864	1865
Auckland	80,462	97,692	110,934	127,752	199,486	232,021
New Zealand	464,739	691,464	1,186,009	1,380,836	1,608,841	1,525,827

[243] From 1854 onwards, this total also includes the ports of Whangarei, Kaipara and Kawhia.

TOTAL VALUE OF GUM (KAURI) EXPORTED FROM NEW ZEALAND 1853 - 1865[244]

£	1853	1854	1855	1856	1857	1858	1859
Auckland	15,779	26,515	4,334	14,000	24,852	18,666	17,356
Russell	180	100	-	216	400	-	-
Hokianga	12	1,712	30	3,290	1,950	820	215
Kaipara	-	452	150	1,085	6,000	200	305
Mangonui	-	85	-	-	748	350	-
TOTAL	15,971	28,864	4,514	18,591	35,250[245]	20,036	20,776

£	1860	1861	1862	1863	1864	1865
Auckland	9,396	8,431	9,967	27,026	56,380	45,220
Russell	455	-	-	-	-	-
Hokianga	-	260	140	-	1,810	840
Kaipara	-	1,215	1,000	-	2,400	-
Mangonui	-	-	-	-	-	-
TOTAL	9,851	9,888	11,107	27,026	60,590	46,060

TOTAL VALUE OF POTATOES EXPORTED FROM AUCKLAND 1853 - 1856

£	1853	1854	1855	1856	1857	1858	1859
Auckland	18,489	35,255	44,496	11,133	8,136	13,043	6,568
New Zealand	29,672	61,152	91,508	19,958	23,328	33,056	10,758

£	1860	1861	1862	1863	1864	1865
Auckland	7,562	1,760	7,445	3,233	568	1,829
New Zealand	13,653	4,121	9,527	3,225	982	13,701

[244] Auckland is the only province in the Colony from which there is an export of Kauri Gum.

[245] This total also includes 700£ of Kauri gum from Lyttelton.

CUSTOMS REVENUE COLLECTED FROM PORTS IN THE AUCKLAND PROVINCE 1857 - 1865

£	1857	1858	1859	1860	1861	1862	1863
Auckland[246]	45,056	48,914	52,715	57,292	72,928	84,660	99,229
Whangarei	6	54	52	33	4	3	-
Russell	1,338	886	883	1,344	1,320?	1,153	1,071
Hokianga	335	219	194	169	219	167	201
Kaipara[247]	286	224	305	286	120	-	45
Mangonui	808	866	904	697	627	675	808
Total	47,829	51,193	55,053	59,821	75,218	86,658	101,354
New Zealand	131,731	151,636	168,316	189,168	260,863	399,436	592,050

£	1864	1865
Auckland	147,930	176,924
Whangarei	-	-
Russell	1,739	1,788
Hokianga	205	248
Kaipara	403	292
Mangonui	1,108	1,631
Total	151,385	180,883
New Zealand	592,346	730,008

IMPORTS INTO MANGONUI[248] BETWEEN 1853 - 1865

£	1853	1854	1855	1856	1857	1858	1859
Arms	-	-	-	-	-	207	601
Drapery Goods							
Cotton	395	297	100	221	194	455	480
Woollen	-	-	-	-	56	-	117

[246] For 1857 - 1860 Auckland totals also include Kawhia.

[247] For 1863 - 1865 Kaipara total also includes Whangarei.

[248] From 1859 onwards these columns no longer refer to Mangonui but are the totals for the Sub-Ports of Auckland.

IMPORTS INTO MANGONUI[249] BETWEEN 1853 - 1865 (CONT.)

Slop	33	83	305	94	220	19	232
Undescribed	-	-	-	-	-	-	733

IMPORTS INTO MANGONUI[250] BETWEEN 1853 - 1865

Oil							
Black	132	342	825	765	-	-	-
Sperm	80	38	85	-	559	569	610
Fish	-	-	-	-	-	-	-
Provisions							
Beef and Mutton	-	4	4	-	-	-	1,472
Biscuit	25	60	186	163	42	54	814
Rice	-	-	-	-	-	-	307
Reaping Machinery	-	-	-	-	-	-	-
Sheep	-	-	-	-	-	-	-
Sugar	12	171	-	-	59	30	592
Tobacco	254	517	668	568	17	8	1,109
Undescribed	18	78	12	120	89	893	1,814
TOTAL[251]	1,191	2,718	3,498	3,357	1,765	3,684	12,029

	1860	**1861**	**1862**	**1863**	**1864[252]**	**1865[253]**
Arms	10	-	12	5	-	-
Drapery Goods						
Cotton	943	501	467	212	264	273
Woollen	707	70	150	102	-	57
Slop	526	66	248	492	10	-
Undescribed	-	400	47	-	-	5

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[249] From 1859 onwards these columns no longer refer to Mangonui but are the totals for the Sub-Ports of Auckland.

[250] From 1859 onwards these columns no longer refer to Mangonui but are the totals for the Sub-Ports of Auckland.

[251] Total includes other items not listed above.

[252] Amounts for 1864 apply only for Mangonui and Hokianga.

[253] Amounts for 1865 apply only for Russell, Mangonui and Hokianga.

IMPORTS INTO MANGONUI[254] BETWEEN 1853 - 1865 (CONT.)

Oil						
Black	-	-	-	-	-	-
Sperm	-	-	-	-	-	-
Fish	2,547	1,175	4,519	5,855	114	470
Provisions						
Beef and Mutton	156	536	18	48	148	14
Biscuit	365	343	137	46	261	150
Rice	144	193	27	41	170	12
Reaping Machinery	470	-	-	-	-	-
Sheep	-	-	-	-	700	-
Sugar	513	765	639	279	378	214
Tobacco	1,674	934	2,059	2,366	571	821
Undescribed	934	358	378	145	50	602
TOTAL	11,719	7,520	11,358	11,131	6,533	3,440

EXPORTS FROM MANGONUI BETWEEN 1853 - 1865

£	1853	1854	1855	1856	1857	1858[255]	1859
Bark	-	-	-	-	-	-	-
Beef	254	-	-	569	-	120	-
Firewood	-	-	40	53	38	60	-
Gum	-	85	-	-	748	350	-
Onions	-	363	380	434	495	563	341
Potatoes	-	755	854	1,077	913	1,014	1,037
Timber							
Sawn	-	805	7	-	-	320	-
Hewn	-	-	-	-	-	-	-
Spars and Rickers	-	-	-	-	-	-	-

[254] From 1859 onwards these columns no longer refer to Mangonui but are the totals for the Sub-Ports of Auckland.

[255] For 1858-1859 and 1864 the amounts are combined totals for the ports of Russell and Mangonui.

EXPORTS FROM MANGONUI BETWEEN 1853 - 1865 (CONT.)

Not classified	-	-	-	-	-	-	150
TOTAL[256]	375	2,318	1,931	2,505	2,811	2,762	2,730

£	1860	1861[257]	1862	1863	1864	1865[258]
Bark	-	300	200	-	-	-
Beef	-	-	-	-	-	-
Firewood	110	-	-	-	5	-
Gum	-	1,475	1,140	407	-	46,060
Onions	394	-	363[259]	213	231	1,829
Potatoes	1,026	-	-	-	-	-
Timber						
Sawn	-	145	330	2,295	-	5,467
Hewn	-	13,289	7,890	6,347	-	1,700
Spars and Rickers	-	2,189	4,153	1,953	-	1,315
Not classified	-	5	154	28	-	852
TOTAL	2,369	20,873	15,681	11,782	609	230,891

TOTAL AMOUNTS SUED FOR AND RECOVERED IN RESIDENT MAGISTRATE'S COURTS FOR MANGONUI 1853 - 1865

£	1853	1854	1855	1856	1857	1858	1859
Mangonui							
Sued	43	124	88	43	52	130	35
Recovered	34	120	80	43	53	121	29
Native Circuit[260]							
Sued	-	-	-	-	-	-	-
Recovered	-	-	-	-	-	-	-

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[256] Total includes other items not listed above.

[257] For 1861-1863 the amounts are combined totals for all the sub-ports of Auckland.

[258] Amounts are the combined totals for the province of Auckland.

[259] For 1862-1865 the amounts are the combined total for Onions and Potatoes.

[260] No separate amounts are listed for the Native Circuit Court at Mangonui for 1853 - 1859.

TOTAL AMOUNTS SUED FOR AND RECOVERED IN RESIDENT MAGISTRATE'S COURTS FOR MANGONUI 1853 - 1865 (Cont.)

£	1860	1861	1862	1863	1864	1865
Mangonui						
Sued	112	280	95	198	154	164
Recovered	30	124	72	112	91	55
Native Circuit						
Sued	253	172	43	194	83	98
Recovered	193	97	27	151	73	60

CRIMINAL CASES AND CONVICTIONS IN WHICH MAORI'S WERE DEFENDANTS AT THE MANGONUI NATIVE CIRCUIT COURT 1857 - 1865

	1857	1858	1859	1860	1861	1862	1863
Cases	3	2	4	10	11	13	26
Convictions	1	2	3	10	7	11	18

	1864	1865
Cases	38	18
Convictions	30	15