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WAI 686 # R5
WAI 705 # A2

WHITIANGA



A report commissioned by the
Waitangi Tribunal
for the Wai 705 Claim

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Wellington, 2001

Contents

1	CHAPTER 1: INTRODUCTION.....	4
1.1	ABOUT THE AUTHOR	4
1.2	THE CLAIM	4
1.3	EXISTING RESEARCH	5
1.4	THE COMMISSION	6
1.5	RESEARCH METHODOLOGY	7
1.6	REPORT STRUCTURE.....	7
2	CHAPTER 2: BACKGROUND	11
2.1	GEOGRAPHY	11
2.2	WHITIANGA MAORI: POPULATION AND SETTLEMENT PRE-1870	13
2.3	WHITIANGA MAORI POPULATION AND SETTLEMENT: 1870-1900	17
2.4	EUROPEAN POPULATION AND SETTLEMENT: 1870-1900	21
2.5	INTER-HAPU RELATIONS	22
2.6	TE RAPUPO HAPU.....	24
2.7	PENEAMENE TANUI.....	27
2.8	EARLY EUROPEAN INVOLVEMENT AND OLD LAND CLAIMS	28
2.9	SOME CONCLUSIONS.....	30
3	CHAPTER 3: LAND ALIENATIONS.....	35
3.1	INTRODUCTION	35
3.2	CROWN PURCHASES	36
3.3	DISCUSSION – CROWN PURCHASES.....	37
3.4	BLOCK HISTORIES.....	42
3.5	PRE NATIVE LAND COURT (CROWN) PURCHASES	43
3.5.1	<i>Mahurangi and Purangi Islands (104 acres)</i>	43
3.5.2	<i>Mahakirau (8385 acres)</i>	43
3.5.3	<i>Te Puia (8350 acres)</i>	43
3.6	POST-NATIVE LAND COURT	44
3.6.1	<i>Puahape (28 acres)</i>	44
3.6.2	<i>Karamuramu (86 acres)</i>	44
3.6.3	<i>Toumuia (79 acres)</i>	45
3.6.4	<i>Arerowhero (313 acres)</i>	46
3.6.5	<i>Kaimarama (8300 acres)</i>	47
3.6.6	<i>Te Weiti (6374 acres)</i>	48
3.6.7	<i>Te Weiti 4 (76 acres)</i>	52
3.6.8	<i>Whakau (933 acres)</i>	53
3.6.9	<i>Wharetangata (86 acres)</i>	58
3.7	CONCLUSION	59
3.7.1	<i>Specific Issues arising from the alienations</i>	59
3.7.2	<i>General Issues Arising from the Alienations</i>	60
4	CHAPTER 4: CONSEQUENCES.....	63
	INTRODUCTION.....	63
4.1	ECONOMIC ASSESSMENT OF THE LAND TRANSACTIONS	63
4.1.1	<i>Summary Table of Land Transactions</i>	64
4.2	ECONOMIC ACTIVITIES	66
4.2.1	<i>The Timber Industry</i>	66
4.2.2	<i>Flax</i>	70
4.2.3	<i>Gum</i>	71
4.2.4	<i>Agriculture</i>	72
4.3	SOCIAL CONSEQUENCES	74

4.3.1	<i>Uhunga (funerals)</i>	74
4.3.2	<i>Alcohol and Tobacco</i>	75
4.4	THE BREAKDOWN OF MAORI COMMUNITY.....	76
4.5	SUMMARY.....	79
5	CHAPTER 5: ANCILLARY ISSUES.....	82
5.1	WAHI TAPU.....	82
5.1.1	<i>Huke Huke</i>	82
5.1.2	<i>Tawakerahi urupa</i>	86
5.1.3	<i>Wharekaho</i>	86
5.1.4	<i>Toumuia</i>	87
5.2	CONCLUSION (WAHI TAPU).....	87
5.3	PUBLIC RECREATION RESERVES	89
5.3.1	<i>Taputapuatea Reserve</i>	89
5.3.2	<i>Te Kahuri Whenua Reserve</i>	90
5.4	THE HOSPITAL AND THE SCHOOL	91
5.5	THE COMPULSORY ACQUISITION OF PUAHAPE 1	92
5.6	CONCLUSION (COMPULSORY ACQUISITION).....	96
6	CHAPTER 6: CONCLUSION.....	99
7	BIBLIOGRAPHY	107
8	APPENDIXES.....	112

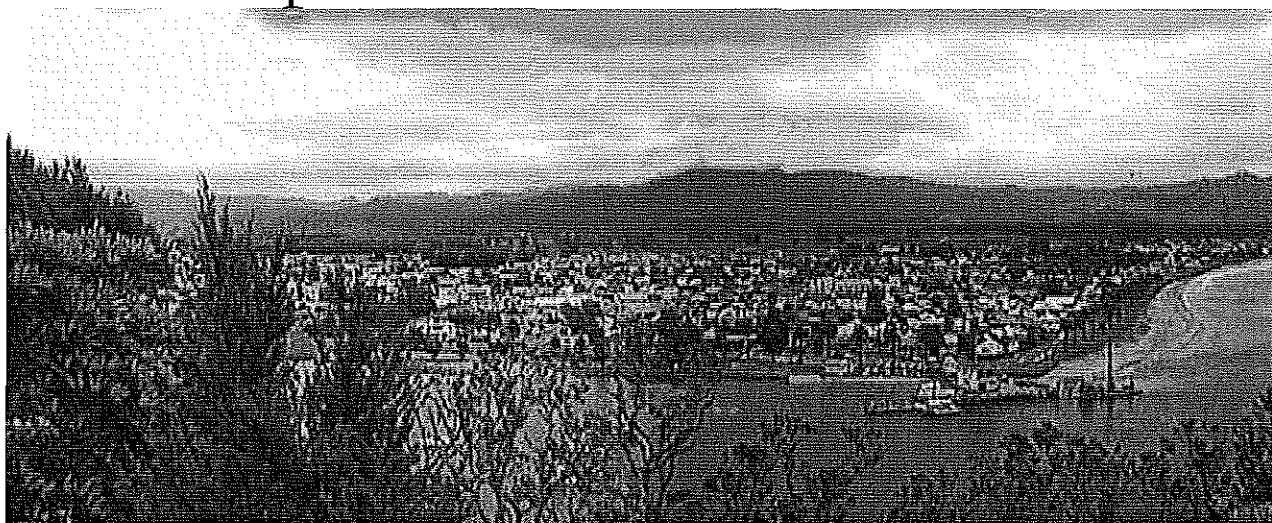
List of figures

Figure 1: Location map	p 3
Figure 2: Place names	p 10
Figure 3: Rural land blocks	p 33
Figure 4: Township blocks	p 34

List of Tables

Maori Census, Whitianga and Mercury Bay, 1870–1881	p 18
Maori Census, Thames and Coromandel, 1886–1901	p 19
Te Rapupo Whakapapa at 1870	p 26
Pre-Native Land Court Crown Purchases	p 37
Post-Native Land Court Crown Purchases	p 37
Plan of the Waitotara Reserve	p 56
Plan of the Waterways Development	p 57
Summary Table of Land Transactions	p 64
Huke Huke urupa location	p 85
Taputapuatea Reserve diagram	p 89

1 Chapter 1: INTRODUCTION



Whitianga today from above 'Te Whitianga a Kupe' (Kupe's crossing place), the harbour mouth.

1.1 About the Author

The author is a Research Officer at the Waitangi Tribunal. He has a BA in history from the University of Otago and an MA (Hons) in history from the University of Auckland. He is currently the Claims Facilitator for the Hauraki inquiry district.

1.2 The Claim

The Waitangi Tribunal commissioned this report in response to the Wai 705 claim by Barbara Francis of Ngati Hei of Whitianga. The claim and the commission are included in appendixes 1 and 2. The claim is in two parts. Part one lists blocks of land around Whitianga in which the claimant's great grandfather, Peneamene Tanui, had interests. Those blocks were Te Weiti, Whakau, Wharetangata, Karamuramu and Puahape.¹ The claim contends that the Maori owners of Te Weiti leased the block to the local Mercury Bay Sawmill Company which subsequently sold it. Two of these sales were to the local education board for a school and to the hospital board for a hospital. Furthermore, the claim states that: 'There is no evidence of the reserves which by law should have been set aside after division of the blocks'

¹ See figure 3

and that 'the District Land Registrar was not acting in the interests of Maori.' Part two of the Wai 705 claim, concerns the Whitianga harbour and foreshore, as well as wahi tapu (sacred places) and some public recreation reserve lands around Whitianga.² Some of these wahi tapu and public recreation reserve lands are within the boundaries of the land blocks listed in part one of the Wai 705 claim, others are not. Mrs Francis does not state what the Treaty breach is in relation to the wahi tapu and reserve lands.

The Wai 705 claimant identifies as Ngati Hei and lives in the Whitianga district at Wharekaho beach. Part one of the Wai 705 claim is not strictly speaking part of the wider Ngati Hei claim, however. Francis has interests in the land blocks listed through descent from her ancestor, Peneamene Tanui, not as a member of Ngati Hei. Nevertheless, some of the wahi tapu and recreation reserve lands in the Wai 705 claim do fall within the boundaries of the Ngati Hei (Wai 110) claim. Because of this mixing of claim areas, descent and iwi identification, the author will mark where issues or land are also part of the Ngati Hei claim. Research of the land blocks in part one of the Wai 705 claim uncovered information relating to some of the Ngati Hei wahi tapu and public recreation reserve lands. This information has been included in chapter 5 of this report.

1.3 Existing Research

The Hauraki Tribunal has already heard evidence from a number of sources on the Whitianga area. Robert McLean researched issues related to Maori and the sea in 'Eastern Coromandel Foreshore, Fisheries and Coastal Issues Report'.³ David Alexander wrote block histories for land purchased by the Crown in the district.⁴ Matthew Russell wrote a scoping report for the Wai 705 claim – 'Flax Fires and Timber Mills' in January 2000.⁵ Peter Johnston has provided information on the pre-European history of the area in his 'Ngati Hei Mana Whenua

² Barbara Francis, Wai 705 statement of claim. Wai 686 Record of Documents, doc 2.126(A)

³ R McLean, 'Eastern Coromandel Foreshore, Fisheries and Coastal Issues Report', report commissioned by the Waitangi Tribunal, April, 1999, (Wai 686 record of documents, doc G2)

⁴ D Alexander, *The Hauraki Tribal Lands*, v 8 part 2, (Mercury Bay district), Hauraki Maori Trust Board, 1997, (hereafter *Alexander 8/2*) pp 62–65

⁵ M Russell, 'Flax Fires and Timber Mills', report commissioned by the Waitangi Tribunal January 2000 (Wai 686 record of inquiry, document K2). Russell's report is included in appendix 3 of this report.

Report'.⁶ Tony Walzl has completed a historical 'Overview Report' on old land claims, land purchases and timber milling of Ngati Hei interests around Whitianga.⁷ Peter McBurney wrote a report on Te Whanau o Hamiora Mangakahia which included evidence about the Kauri Timber Company which operated from Whitianga.⁸

1.4 The Commission

The commission for this report required research on the Native Land Court's title investigation, subsequent Crown awards and the alienation of the blocks listed in the Wai 705 claim. The commission also asked for a report on the non-establishment of reserves at the time of the alienations and the circumstances surrounding the vesting of land for a school site and a hospital site from the blocks in the 1880s.⁹

The commission also required an assessment of the 'impact on Maori owners of the above actions'. An assessment of 'impact' required a broader scope in terms of looking at all the lands of the 'owners'. The problem of which owners then arose. Peneamene Tanui identified with a number of iwi and hapu and as a significant rangatira in the district had interests and rights in many land blocks. He is currently being researched by Garrick Cooper for the Hauraki inquiry. Peneamene Tanui has been researched in the Ngati Hei histories mentioned above. To research Ngati Hei or Peneamene Tanui would have duplicated existing or forthcoming research.

As such, this report investigates nearly all of the lands belonging to Te Rapupo hapu of Whitianga.¹⁰ The Native Land Court determined the owners of the Wai 705 blocks between 1866 and 1883. Nearly all of these owners, including Peneamene Tanui, claimed membership

⁶ P Johnston, 'Ngati Hei Mana Whenua Report', claimant research report, Wai 686 record of inquiry document N2

⁷ T Walzl, 'Overview Report on the Claim of Ngati Hei, 1840-1900', Wai 686 record of inquiry document number N9

⁸ P McBurney, 'Te Whanau o Hamiora Mangakahia', 1996, Wai 686, record of inquiry document number A28

⁹ Commission under Wai 686 record of documents number 3.50

¹⁰ The alienation of small blocks such as Hopetui, Aioroa and Whangamaroro, of insignificant acreage and not included in the commission, has not been researched.

of Te Rapupo hapu.¹¹ The ‘impact of actions on owners’ in this report focuses on lands within the Whitianga district awarded to members of Te Rapupo hapu, including the Wai 705 blocks.

Matthew Russell, former Waitangi Tribunal Research Officer, completed a scoping report on the Wai 705 claim in January, 2000.¹² His report included a near comprehensive account of title investigations, deeds of conveyance and certificates of title to the blocks named in the Wai 705 claim. As such, this report should be read in conjunction with the Russell scoping report (included as appendix three). Some additional deeds have been found and included where necessary. Russell also identified a number of issues for the substantive report. These issues – reserves for Maori, public works land taking, the Native Land Court, landlessness and the overall impact on Maori – have been addressed in this report.

1.5 Research Methodology

Research for the substantive report has included records at LINZ Auckland and Hamilton, National Archives Auckland and Wellington, and the Alexander Turnbull Library Wellington. Research was not possible at the Auckland Institute and Museum Library being closed throughout November, 2000. A deed relating to the sale of one of the blocks may be located at the Museum. In addition, the author interviewed the claimant and her husband (Barbara and David Francis) in November 2000 in Whitianga and also carried out research at the Mercury Bay District Museum.

1.6 Report Structure

In many ways this report is a case study of a small hapu on the Coromandel eastern coast called Te Rapupo. Te Rapupo numbered 33 members in 1870. These people lived on the lands directly north and west of Whitianga harbour. Native Land Court title investigations marked their lands as consisting of approximately 28,000 acres. By 1883 less than 30 acres

¹¹ See whakapapa genealogical tree in chapter 2, also Waiwhatawhata title investigation, Hauraki Native Land Court minute book 9, 6 June 1877, fol 408. Peneamene Tanui claimed on Waiwhatawhata block as Te Rapupo of Ngati Whanaunga.

remained. How this almost total alienation of the hapu lands came about, and the consequences of the resulting landlessness, is the subject of this report.

The report is divided into five chapters. Chapter 1 is this introduction. Chapter 2 provides a background history to the land alienation period and includes sections on Maori population and settlement, inter-hapu relations, Te Rapupo hapu and Peneamene Tanui, the claimant's ancestor. It also looks at early European involvement in the area, principally through sporadic timber milling.

Chapter 3 contains the land alienation details of the report. It summarises the land transactions that contributed to Te Rapupo landlessness by the late nineteenth century. It has sections on Crown purchases and a history of all Te Rapupo blocks, their title investigation and subsequent lease and sale. The alienations raise a number of specific and general issues that are detailed at the end of the chapter.

Chapter 4 discusses the consequences of the alienations for Te Rapupo. It includes a summary table of land transactions and an assessment of the proceeds to Maori. The alienations facilitated a growth in new settler industries such as milling, flax and gum and chapter 4 looks at Maori participation in the new industries. It also examines the affect on traditional Maori society as regards settlement, social relations and political leadership (rangatiratanga) in the late nineteenth century.

Chapter 5 concerns specific issues from the Wai 705 claim – the land occupied by a hospital and school at Whitianga, protection of wahi tapu, and land presently owned by the Thames Coromandel District Council as public access and recreation reserves. Of the above, only the hospital and school lands form part of the Wai 705 commission. Nevertheless, research undertaken by the author has some bearing on the wahi tapu and recreation reserves and has been included in the report. Chapter 5 also contains a section on the compulsory acquisition of Puahape 1 under the Public Works Act (1928) for a school in 1953.

¹² Russell, 'Flax Fires and Timber Mills'

The central conclusion of this report, chapter 6, is that Te Rapupo became landless by the late nineteenth century. The Crown bought the bulk (84 percent) of their land. It did not provide reserves, nor did it take steps to ensure that Maori did not become pauperised by these alienations. In addition to this central finding, there are a number of specific issues related to land purchases which are detailed in chapter 3.

Te Rapupo, along with other Maori hapu, do not now have a place to call their own in Whitianga. This is no accident of circumstance. The loss of land and the failure of alternatives to provide income meant Whitianga Maori society collapsed in the late nineteenth century. Hapu became divided, traditional social organisation broke down and settlements disbanded. Te Whanganui a Hei (Mercury Bay), a once thriving centre of Maori trade, cultivation and settlement became a desert for Maori, a place where they no longer had land, resources or assets upon which settlement could be based.

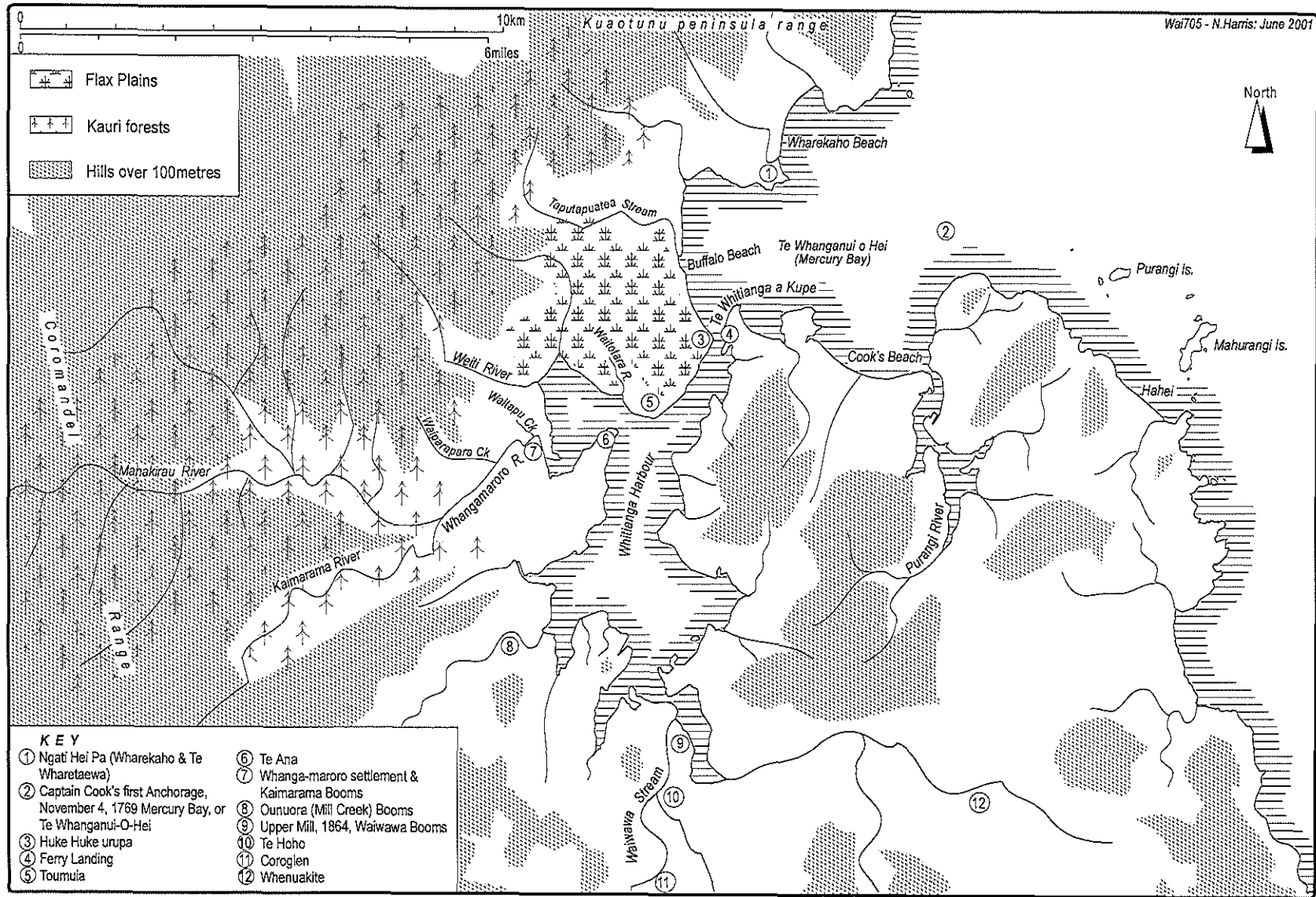


FIGURE 2 : WHITIANGA PLACENAMES, RESOURCES circa 1870

2 Chapter 2: BACKGROUND



Looking southwest from above Wharekaho beach showing the Whitianga harbour, plain and surrounding mountains in the 1950s. Source: Barbara Francis personal photos

2.1 Geography

Te Whanganui a Hei (the Great Bay of Hei), or Mercury Bay, is situated in the centre of the east coast of the Coromandel peninsula (see figure 1). This report is principally concerned with the land at the centre of Te Whanganui a Hei, around Whitianga township. The name Te Whitianga a Kupe (Kupe's crossing place) refers to a narrow channel between the sandy beach and its southern headland where the Whitianga harbour empties into the ocean, visible in the top left of the photo above.¹³ Whitianga township spreads back from the channel (see photo above and figure 2).

¹³ A Lee, *Whitianga*, 4th edition, Auckland, Abel Dykes Ltd, 1950, p 4

Specifically, the area under investigation is the Whitianga township plain and surrounding hills. It is bounded to the north by the Kuaotunu peninsula hills, to the west by the main Coromandel dividing range, to the south by the Whitianga harbour and to the east by Buffalo beach. In total this area comprises about 28,000 acres (see figure 2). Prior to the arrival of Europeans, most of the hill area was kauri forest with totara and other trees. The Whitianga plain, an area of roughly 1,000 acres, was sandy marsh containing harakeke or swamp flax (figure 2).¹⁴

Pre-European Maori utilised this environment in a number of ways. Kaimoana from the extensive harbour and associated mud flats, as well as blue water fishing, was a major food source. Maori gathered fern root from the surrounding hills.¹⁵ Owing to a milder climate and rich volcanic soils, they grew root and other crops as much as possible on nearby islands, particularly Ahuahu (Great Mercury Island).¹⁶ Maori witnesses in Native Land Court hearings also refer to gardens on the mainland. They trapped animals and birds in the forest.¹⁷ Seasonal exploitation of resources meant Maori at Mercury Bay moved from foreshore to inland forests to flax swamps to fern covered hills to island gardens at various time during the year.¹⁸ Of the forest trees, Maori particularly valued the totara for their canoes and other purposes. Whitianga Maori reserved them for their own use when negotiating a local milling lease.¹⁹ Local Maori economies based on archaeological sources are given in more detail in Louise Furey's report for the Ngati Hei (Wai 110) claim.²⁰ There were many settlement sites in the Bay and 14 pa sites have been identified between Kuaotunu and Hahei.²¹

¹⁴ S Edwards, *A Time to Build*, Opotiki, 1990, pp 53–54

¹⁵ J Bithell, *A Guide to the History of Whitianga*, 1980, p 17

¹⁶ L Furey, 'Ngati Hei Wai 110 Archaeological Report', 2000. Wai 686 record of inquiry document M25, pp 4, 21–35

¹⁷ Kaimarama title investigation, 5 October 1870. Quoted in Alexander, 8/2 p 8

¹⁸ A Salmond, *Two Worlds: First Meetings Between Maori and Europeans 1642-1772*, Viking (Penguin Books), Auckland, 1991, p 197, and A Lee, *Whitianga*, p 54

¹⁹ Lease 279 on CT 9/16, 5 July 1871, Te Weiti timber lease. Photocopy held under BACS/A806/154, National Archives, Auckland

²⁰ Furey, 'Archaeological Report'

²¹ Edwards, *A Time to Build*, p 53–54

2.2 Whitianga Maori: Population and Settlement pre-1870

In the late eighteenth and early nineteenth centuries, discrete Maori communities at Te Whanganui a Hei were not large compared to areas such as Tauranga or Northland. A number of communities or hapu did live or operate around Te Whanganui a Hei which was a thriving and important centre of Maoridom, at times sustaining a large population.

A number of physical factors contributed to the nature of Maori settlement. Being surrounded by high mountains and forest, Whitianga district was quite isolated by land. The sea, however, provided easy access and most Maori relied on canoes for travel. The seafood, flax, island cultivation sites and the strategic position of Mercury Bay all attracted Maori settlement.

Cultural factors also influenced the Bay's population and settlement. Te Whanganui a Hei was a good example of the Hauraki phenomena of 'kainga pockets' where a number of hapu, aligned or related to different iwi, maintained discrete settlements within close proximity to each other.²² In addition, hapu migrated to and out of Te Whanganui a Hei at various times to tend cultivations, gather resources and also, to 'keep their fires alive'. Known as 'ahi ka' (keeping the fires alive) this custom enabled Maori groups to maintain a number of different settlement locations within the Hauraki region. Hapu would periodically live on different blocks to maintain their rights to the land. Apart from Ngati Hei, who were principally based at Te Whanganui a Hei, there were members of hapu related to many other Hauraki iwi including Ngati Paoa, Ngati Whanaunga and Ngati Tamatera.

Settlement and population assessment is further complicated by the conflicts within Maori in the early nineteenth century. External attacks and internecine Hauraki warfare meant Whitianga hapu sometimes withdrew to inland areas where they were less exposed to raiders from the sea. Thus, it was common for early European visitors to find Te Whanganui a Hei 'deserted' or empty. This did not necessarily mean local Maori had been killed, as was often

²² Taimoana Turoa, *Nga Iwi o Hauraki*, Hauraki Maori Trust Board, 1997, pp 4-6

assumed.²³ They may have been at off-shore islands or inland cultivation sites or living at another kainga 'pocket'.

Sources for nineteenth century Maori population around Whitianga include the records of James Cook, who visited Te Whanganui a Hei in 1769 (and named it Mercury Bay), transcripts of the Native Land Court minute books, logs of ships which visited the area prior to major European settlement and early European settler letters and records.²⁴ In addition, there are the Maori censuses. The earlier censuses, from 1870 to 1881, are more useful as they detail hapu by name and number. Later censuses merely group all Mercury Bay Maori into the Thames and then the Coromandel districts.

Cook arrived in Te Whanganui a Hei on the evening of 3 November 1769. The next morning, canoes containing Maori warriors whom Cook estimated to number 150 surrounded the Endeavour. Other crew members' estimates were higher, ranging up to 220.²⁵ A projection of the total population from the number of male adults at 40 percent would lead to a population of around 375–550.²⁶ Unknown factors tend to increase this number. Some groups may not have sent all their men and canoes or had enough canoes for all of their men.²⁷ Others may have judged caution about the visitors or been wary of the other group(s) and stayed put or retired to their pa.²⁸ It is also possible, however, that some of the canoes were not from the Bay at all.

Cook made some observations on settlement and population in the Bay. He described a number of different hapu and iwi (but did not name them), not necessarily living peacefully together. Anne Salmond has determined these to include Ngati Hei, Te Uri o Pou and Ngati Whanaunga. One group, almost certainly Ngati Hei,²⁹ was living at Wharetaewa pa on the

²³ See later this chapter under 'Early European involvement'.

²⁴ The ships logs referred to have been lost or mislaid by National Archives Wellington but are referred to in earlier sources, notably A Lee, *Whitianga*, pp 36, 42 and Beilby, 'Historical Notes', Manuscript 3, Mercury Bay District Museum, 1972, pp 1–2

²⁵ Salmond, *Two Worlds*, p 195

²⁶ Estimate based on Maori census records for Mercury Bay 1870 show male adults as approximately 40% of Maori population. AJHR 1870, v 1, A–11, p 5

²⁷ Due to raiders taking or destroying canoes

²⁸ Accounts from *Endeavour* crew and Horeta Te Taniwha mention the possible lack of sufficient canoes, the hostilities between local groups and the danger of sea borne attack. Salmond, *Two Worlds*, pp 191, 196

²⁹ Salmond, *Two Worlds*, p 203

headland between Buffalo and Wharekaho beaches (see figure 2). Cook and others visited this pa and estimated the inhabitants they could see as 'about 100 in number'. On another day, Cook noted a small settlement on the inner Whitianga harbour, which could have been the Whanaunga 'outpost' at Toumuia or the main pa at Te Ana (see figure 2).³⁰ At that time Cook also saw fires further inland, suggesting some Maori were away at forest sites. Cook commented that Mercury Bay appeared under-populated, particularly in relation to other areas such as Tauranga and the Bay of Islands where he had seen much larger and more developed settlement sites. Archaeologist Louise Furey suggested this was not due to poor environment/resources as evidence suggests the area supported a much larger population at earlier times. She claimed the relative lack of residents was more to do with 'social stability' and migration.³¹

'Social stability', referring to Maori flight and attrition from sea borne raiding, was common due to the Bay's position between the major population centres around Tauranga and Northland.³² Cook observed that Mercury Bay Maori were poor in comparison to other Maori he had seen.³³ 'Toiava', a local chief, told Cook that raiders from the north took their wives and children as captives and plundered their possessions.³⁴ As mentioned above, a number of different hapu occupied Mercury Bay at that time, some permanent and others temporary residents.³⁵ Cook noted generally that from the prevalence of fortified positions 'it should seem that this people must have long and frequent wars, and must have been long accustomed to it.'³⁶

Mercury Bay did not escape the inter-tribal wars of the nineteenth century. Wars and migration habits served to exacerbate the 'under populated' appearance of Mercury Bay to European visitors at that time. The missionary Samuel Marsden described the Coromandel east coast as being deserted in 1833 with whole hapu having disappeared.³⁷ In 1834, Captain

³⁰ A Lee, *Whitianga*, p 55

³¹ Furey, 'Archaeological Report', pp 19-20

³² Salmond, *Two Worlds*, p 211

³³ Quoted in J Riddle, *Saltspray and Sawdust*, Gumtown Publishers, Whitianga, 1996, p 38

³⁴ P Johnston, 'Ngati Hei Mana Whenua Report', claimant research report, Wai 686, N2, p 43

³⁵ Salmond, *Two Worlds*, p 197

³⁶ Quoted in Riddle, *Saltspray and Sawdust*, p 39

³⁷ Johnston, 'Ngati Hei, Mana Whenua Report', p 49

Drury wrote that the population of Mercury Bay was nearly completely exterminated.³⁸ When the *HMS Herald* called at Mercury Bay to collect signatures for the Treaty in 1840, local chiefs had reportedly 'gone inland' and no one signed.³⁹ Drury visited again in 1854 and recorded that only 'hundreds' remained.⁴⁰ Of course, 'hundreds' was probably a normal population for the Bay. F D Fenton's survey of the Maori population, published in 1857, gave the population of Mercury Bay as 56.⁴¹

An outbreak of 'rewha rewha' or influenza occurred in 1790, which also took an unknown number of lives.⁴² Conversely, the early milling operations of Dacre and Browne, in the 1830s, promoted the Maori population Mercury Bay with up to 400 being employed during some seasons.⁴³ European visitors to the mills may have believed that Maori employees were normally resident in the Bay.

Oral history accounts record a number of battles between Mercury Bay Maori and invaders, with some spectacular death tolls. The wars between Nga Puhi and Hauraki generally and also between Ngati Tamatera and Mercury Bay hapu contributed to significant loss of population in the Bay.⁴⁴

The presence of different Maori groups, some permanent residents and some not, makes any accurate population assessment unfeasible. In truth, Te Whanganui a Hei in eighteenth and early nineteenth centuries was an area where many iwi and hapu had rights to land and sea resources with a population that could vary from '56' to hundreds. With more permanent European intrusion into Mercury Bay after 1860, however, Maori settlement patterns changed. This was especially due to the cessation of hostilities among Maori tribes and the advent of trade and land deals with Europeans. In addition, Maori migrated into the area for employment from milling, gum digging and other industries.

³⁸ L Beilby, 'Historical Notes, 1972', Manuscript 3. Mercury Bay District Museum, p 4

³⁹ C Orange, *The Treaty of Waitangi*, Wellington, Allen and Unwin, 1987, p 74

⁴⁰ L Beilby, 'Historical Notes, 1972', Manuscript 3. Mercury Bay District Museum, p 4

⁴¹ W H Oliver, *The Social and Economic Situation of Maori After Colonisation*, Hauraki Maori Trust Board, 1997, p 17

⁴² I Pool, *Te Iwi Maori: A New Zealand Population Past, Present and Projected*, Auckland University Press, 1991, p 45

⁴³ T Walzl, 'Overview Report on the Claim of Ngati Hei, 1840–1900', Wai 686, N9, p 2

2.3 Whitianga Maori population and settlement: 1870–1900

Systematic recording of Maori populations began in 1870 with Maori censuses. The Mercury Bay censuses were often inaccurate, however, as the census taker, Puckey, the Native Agent at Thames, was not always able to get to the Bay.⁴⁵ Although the figures are not rigorous, and obviously some hapu were missed out and others included in different tallies, there is some useful data in them. Firstly, the figures for Te Rapupo hapu are consistent over two censuses at 30 to 33 members, including children. This would correlate with Hauraki and Coromandel Native Land Court minute book evidence of whakapapa as well as numbers of people on titles and Crown grants. The figures for the neighbouring Ngati Hei, also recorded as resident at Whitianga, are useful because they show a similar size hapu that is consistent over three censuses. Both Ngati Hei and Te Rapupo suffered from external attacks during the early nineteenth century and their small numbers reflect this. Both hapu also featured prominently in records of nineteenth century land transactions in Mercury Bay.

⁴⁴ See below, 'Inter-hapu Relations'

⁴⁵ D Alexander, 'The Activities of the Trust Commissioner' in R Anderson, *The Crown, The Treaty and the Hauraki Tribes*, Hauraki Maori Trust Board, 1997, p 324

Maori Census Records, Whitianga & Mercury Bay, 1870–1881

The following table is constructed from Maori census data 1870–1871 contained in the Appendixes to the Journals of the House of Representatives.⁴⁶

Date	Iwi	Hapu	Rangatira	Place	Number	Hauraki
1870 ⁴⁷	Ngati Paoa	Te Rapupo	Maihi Hinaki	Te Whitianga	30	1,860
	Ngati Tamatera	Hei	not given	Te Puru ⁴⁸	50	
	Ngati Tamatera ⁴⁹	Te Matewaru	Te Hira Te Tuiri	Whitianga	55	
1874 ⁵⁰	Ngati Paoa	Te Rapupo	Not Given	Whitianga	33	1,664
	Ngati Hei		not given	Whitianga	28	
1878 ⁵¹	Ngati Hei		not given	Mercury Bay	28	1,451
1881 ⁵²	Ngati Hei		not given	Whitianga	23	1,582
	Ngati Maru	Ngati Matau	not given	Thames and Whitianga	5	

Other hapu and iwi listed in the above table were less prominent in European land records of Whitianga but appeared in other sources such as the censuses, and Native Land Court minute book title investigations.⁵³ In the late seventeenth century Ngati Tamatera attacked and settled around Opitonui on the Kuaotunu peninsula (see figure 2) and ‘took women of Ngati Huarere to wife’.⁵⁴ The Crown purchased the Opito block (north of Whitianga on the Kuaotunu peninsula) off Te Matewaru hapu of Ngati Tamatera in 1865.⁵⁵ Ngati Matau did not feature in land sales around Whitianga according to information in Alexander, but some Ngati Maru hapu were present in the Whangapoua harbour, to the north and also just south of

⁴⁶ After 1881, the census records did not record hapu in a specific locality. Mercury Bay was subsumed into the Thames district. See AJHR, 1881, G-3, p 18

⁴⁷ The numbers for 1870 are probably estimates as all numbers for Hauraki are multiples of five. AJHR 1870, v 1, A-11, p 5

⁴⁸ On the Coromandel west coast. Some Ngati Hei resided there. See Johnston, Ngati Hei Mana Whenua Report, p 11. Ngati Hei at Mercury Bay are not recorded in censuses as a hapu of Tamatera.

⁴⁹ The place of Ngati Tamatera in Whitianga is perplexing. A Lee mentions a Ngati Tamatera settlement at Mill Creek in the late nineteenth century, but they only appear in this single census. They do not feature prominently in Native Land Court records of Whitianga during the period.

⁵⁰ AJHR 1874, v 3, G-7, p 7

⁵¹ AJHR 1878, v 2, G-2, p 20

⁵² AJHR 1881, v 2, G-3, p 18

⁵³ See Alexander, *The Hauraki Tribal Lands*, v 8 part 2, pp 1-74

⁵⁴ Testimony in the Native Land Court. Quoted in Johnston, Ngati Hei Mana Whenua Report, p 44

⁵⁵ Later censuses placed Te Matewaru further south at Ohinemuri (in 1874 and 1881).

the Whitianga harbour.⁵⁶ Ngati Koheru were co-sellers of the Te Puia block, east of Whitianga, to the Crown in 1872.⁵⁷ Signatories to Crown purchase deeds around Mercury Bay in the pre-Native Land Court era often gave their iwi as Ngati Paoa or Ngati Whanaunga.⁵⁸

The Maori census provides useful data for an estimate of the Maori population of Mercury Bay at the outset of the 'land alienation' period (roughly 1860 to 1900). Assuming that Te Rapupo, Ngati Hei, Te Matewaru and Ngati Matau were all living around Mercury Bay at various times in the 1870s, this gives a 'roving' population of 121. Given the number of other hapu represented in early purchase deeds and other evidence, this number could well be much larger. A population of 150 seems reasonable allowing for missed hapu, traditional migration habits and new migration for employment. Such a population needs to be viewed as not necessarily permanent residents, but groups with use rights to land and resources. The figure of 150 plus for Mercury Bay district would correlate with population totals for the Coromandel district in later decades.⁵⁹

Maori Census Records, Thames & Coromandel, 1886-1901

Date	Coromandel District	Thames District
1886 ⁶⁰	590	1,222
1891 ⁶¹	615	844
1896 ⁶²	639	1,089
1901 ⁶³	565	773

In 1868, Sarah Lee, a European resident at Whitianga, estimated that 500–600 Maori, 'the majority Ngati Hei', were living in 'the district' at that time.⁶⁴ As noted above, Maori

⁵⁶ P McBurney, 'Te Whanau o Hamiora Mangakahia, Mana Whenua Report', 1996, Wai 686, A28, p 31 and Te Tipi block in Alexander *The Hauraki Tribal Lands, v 8 part 2*, p 53

⁵⁷ R Anderson, *The Crown, The Treaty and the Hauraki Tribes*, p 314. See section 2.6 of this report also.

⁵⁸ Anderson, *The Crown, The Treaty and the Hauraki Tribes*, pp 309–316. See section 2.6 of this report also.

⁵⁹ 'Coromandel' was defined in the census as the area north of a line beginning approximately at the town of Tapu on the Coromandel west coast, thence northeast and then southeast to the top of the Tairua harbour on the peninsula east coast. The area included Coromandel township and Mercury Bay, but not Tairua. See *Results of a census of the Dominion of New Zealand, 17 April, 1921*, Census and Statistics Office, Wellington, 1925, p 30 (map)

⁶⁰ AJHR, 1886, G–12, p 17

⁶¹ AJHR, 1891, G–2, p 10

⁶² AJHR, 1896, H–13B, p 13

censuses taken in the 1870s indicate a plausible figure of 121 Rapupo, Ngati Hei and other Maori living around Whitianga itself. Although the Maori population of New Zealand as a whole decreased over the 1870–1900 period,⁶⁵ the Maori population of Whitianga may have remained static or even increased. Many Whitianga Maori received income from land and employment and thus were able to support larger numbers, for a short period. One settler recalled 17 members of the ‘Tomahi’ (Te Maihi most likely) family living in their house at Whitianga.⁶⁶ Other Maori migrated into the area for gum, timber and other employment.

In the latter half of the nineteenth century there were Maori settlements around the Whitianga harbour. The largest was the Ngati Hei settlement at Te Hoho, led by Raupini Tohura (also known as Reuben Amene). Mill Creek (Ounuora) was a Ngati Tamatera kainga (settlement).⁶⁷ The Wade (Te Weiti river mouth) and Kaimarama (Whangamaroro) settlements were Te Rapupo. Maihi Te Hinaki (also known as William Marsh) and Maka Puhata were the leaders (rangatira) of Te Rapupo and lived variously at Kaimarama, Te Ana and Toumuia.⁶⁸ According to Alfred Lee, ‘Whangamaroro about the Kaimarama booms belonged to Tarapa and his people, the Maihis, being the Ngati Paoa, with a small number of Ngati Whanaunga, the people of Peneamine Tanui.’⁶⁹ Tarapa was the son of Maka Puhata, the Te Rapupo rangatira who died in 1873. Although Tarapa was not strictly a ‘Maihi’, the Puhata and Maihi families were clearly close and both of Te Rapupo. There was also a Ngati Whanaunga settlement on the Whakau block (see figure 4).⁷⁰

⁶³ AJHR, 1901, H–26B, p 21

⁶⁴ Edwards, *A Time to Build*, p 51. The district is not defined but probably ‘the Coromandel’.

⁶⁵ Pool, *Te Iwi Maori*, p 76

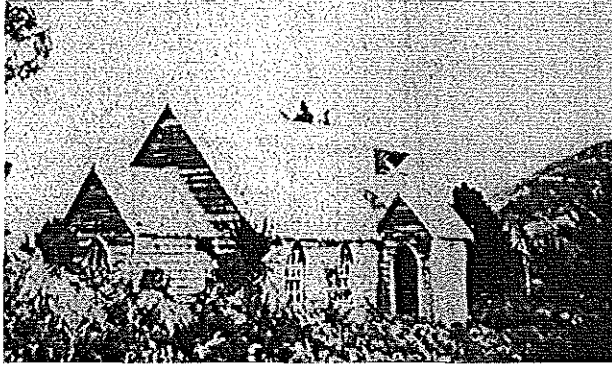
⁶⁶ O Lee, ‘Early Whitianga’, Manuscript 7, Mercury Bay District Museum, p 2

⁶⁷ Ounuora was described as a Ngati Tamatera settlement, A Lee, ‘Resume of an Address to the Whitianga Lions Club, 1967’, p 3

⁶⁸ Te Weiti title investigation, Native Land Court minute book

⁶⁹ A Lee, *Whitianga*, pp 42–3

⁷⁰ A Lee, ‘Resume of an Address to the Whitianga Lions Club, 1967’, p 3



The abandoned Te Hoho Church in the 1920s

2.4 European Population and Settlement: 1870–1900

The period 1870 to 1900 was notable for the increase in European settlement in Mercury Bay. The advent of direct purchase of land from Maori by private citizens under the Native Land Acts allowed Europeans to establish more permanent bases. In Whitianga, the Mercury Bay Sawmill Company and some early traders dominated private purchasing. Settlers bought land for businesses, farms and homes. For Whitianga Maori, European migration quickly made them a minority.

A settler estimated the European population of Whitianga at 150 people in 1868.⁷¹ Ferry landing, on the east side of the harbour mouth, was still the main European settlement at that time (figure 2). In 1880 there were 14 houses on the west side of the mouth, near the urupa Huke Huke (figure 2).⁷² This number rapidly increased following the mill's transfer to the western shore in 1883. By 1901 the population of Whitianga was estimated by a settler at around 600.⁷³ The census for 1911 gave the European population of Whitianga as 448.⁷⁴ This did not mean 150 Maori lived at Whitianga, however, as the entire population decreased after 1900 as the flax, gum and timber industries declined or ended.⁷⁵

⁷¹ W Lee, 'Reminiscences of 50 Years', Manuscript 26, Mercury Bay District Museum, p 19

⁷² A Lee, 'Resume of an Address to the Whitianga Lions Club', 1967, Manuscript 27, Mercury Bay District Museum, p 1

⁷³ Whether this is European only or combined is not stated. Bithell, *A Guide to the History of Whitianga*, p 15

⁷⁴ *Report of the Results of a Census of the Dominion of New Zealand*, 2nd April 1911, Wellington, NZ, 1913, p 21. This was the first NZ census that listed the population of Whitianga. There are no comparative figures for Maori in Whitianga township in 1911.

⁷⁵ See below for details on the decline of these.

2.5 Inter-hapu relations

Relations among hapu at Mercury Bay must be considered in light of the inter-tribal wars of the first half of the nineteenth century. During this period, Mercury Bay hapu experienced numerous attacks from external sources. This research has not uncovered any records of attacks or conflict between hapu resident at Mercury Bay during this period. As mentioned above, external attacks contributed to a reduced population and also shifts in the local political balance, with some groups leaving the district completely and others losing some of their former territories. Those who did remain experienced a degree of impoverishment. They lost material possessions such as canoes, pa and houses. Raiders from the sea had been something of a tradition in Mercury Bay well before the nineteenth century battles, but muskets undoubtedly caused greater casualties.

Surviving oral histories and European records of Mercury Bay in the period 1800–1850 feature many accounts of conflict. Two battles in particular stand out for the numbers of people reportedly killed. The first of these was when Ngati Tamatera attacked Ngati Hei at Wharekaho/Wharetaewa around 1800 (figure 2).⁷⁶ Reports of 1000 killed are hard to believe considering Cook's estimate of 100 residents at Wharetaewa only 30 years previous.⁷⁷ Captain Mair visited Wharekaho pa sometime later in 1800 and saw about 100 skeletons.⁷⁸ Nevertheless, the devastation on Ngati Hei was considerable.⁷⁹ In 1818 the second notable battle occurred. Te Morenga led a Nga Puhi group in an attack on Ngati Whanaunga at Whitianga as revenge for the capture and murder of his niece some 12 years earlier. Over 400 Whanaunga Maori were reportedly killed, many in the waters of the harbour as they attempted to swim from Toumuia to Te Ana pa (figure 2). Nga Puhi took 260 prisoners. Again, these numbers are possibly exaggerated. Many bodies were put into holes and caves on the little hill at Toumuia.⁸⁰ The Nga Puhi raids, which caused migration inland and into the Waikato for other Hauraki Maori, resulted in similar depopulation and migration for

⁷⁶ Johnston, Ngati Hei Mana Whenua Report, p 46

⁷⁷ For the figure of 1000 casualties see Beilby, Historical Notes, p 1, Riddle, *Salt Spray and Sawdust*, p 46, and Johnston, Ngati Hei Mana Whenua Report, p 46

⁷⁸ Beilby, Historical Notes, p 1. Most of those killed were on the beach and were probably buried at a wahi tapu on Wharekaho beach. Conversation with Barbara Francis, Wai 705 claimant, 6 Dec 2000

⁷⁹ Wharekaho and Wharetaewa pa were only some 100 metres apart and shared by Ngati Hei.

⁸⁰ Bithell, *A Guide to the History of Whitianga*, p 23

Coromandel hapu. Other European visitors to Mercury Bay in the period 1800–1840 also observed evidence of conflict – including cannibalism and trading for muskets.⁸¹

Inter-tribal conflict disrupted early European attempts at milling. External attacks on Whitianga hapu from Ngati Tamatera (from Thames) and others occurred in 1831 and 1834.⁸² The advent of Europeans also fuelled local rivalries among chiefs who competed to dominate trade. One milling contractor in the 1830s, Gordon Browne, wrote that local chiefs were ‘jealous’ of each other and this interrupted the smooth flow of business. At one point Browne complained that the Mercury Bay chiefs would not sell trees to him and ‘will not be satisfied with one pakeha amongst them however liberal he may be’.⁸³ Tony Walzl has interpreted this rivalry as evidence that local chiefs wanted to have and control their own Europeans, as was common with Maori throughout New Zealand at that time.⁸⁴

Relations between hapu at Mercury Bay in the later nineteenth century appear more cordial. The first Native Land Court title hearings (1860s and 1870s) were remarkable for the lack of recorded conflict. They were generally smooth running and uncomplicated. Owners had organised the names to be on the grant before the hearing commenced and there were almost no counter-claims from rival hapu. Disputes that did arise were within hapu, not obviously between different hapu.⁸⁵

There are several likely reasons for this accommodation. First, the practice of establishing kainga pockets resulted in a number of hapu living in close proximity. Rights to pieces of land were more clearly defined and understood. Thus, establishing which hapu had rights to which block in the Native Land Court was a formality. Second, and perhaps more importantly, the depopulation of the early nineteenth century had eliminated many potential claimants. Some hapu had been completely wiped out, others had migrated permanently and

⁸¹ Beilby, Historical Notes, p 2

⁸² Walzl, Overview Report on the Claim of Ngati Hei, 1840–1900, p 13. Beilby, Historical Notes, p 3. Ngati Tamatera had a settlement at Mill Creek in the 1870s (see section on Maori population and settlement 1870–1900) but do not appear as permanent residents or significant title holders in Whitianga land under the Native Land Court.

⁸³ Quoted in Walzl, Overview Report on the Claim of Ngati Hei, 1840–1900, p 14

⁸⁴ Walzl, Overview Report on the Claim of Ngati Hei, 1840–1900, p 2

⁸⁵ Most of the blocks south of Whitianga harbour went to Ngati Hei. See Alexander, *The Hauraki Tribal Lands*, v 8 part 2, pp 1–74

still others had been reduced in numbers. Thus, there were simply fewer people to be placed on titles and receive a share. The phrase ‘there are no other claimants’ was a common refrain during the Whitianga hearings.⁸⁶

2.6 Te Rapupo hapu

Te Rapupo was the main hapu associated with the land under investigation in this report. The iwi affiliations of Te Rapupo members were complex and exhibited a degree of fluidity that denies any definite classification in terms of iwi allegiance. As shown above, in the 1870s the hapu included around 30 to 33 people but this number may have increased in the period 1870–1890, when Te Rapupo members still had land and resources but the external attacks had ceased. Members of Te Rapupo hapu variously claimed to be Ngati Paoa, Ngati Piri, Ngati Whanaunga and Ngati Hura during title hearings and on purchase deeds.⁸⁷

Oral history accounts of Te Rapupo hapu at this time are unknown to this researcher. The Native Land Court minute books are the next best source for information about Te Rapupo origins and history. According to testimony in the court, pre-seventeenth century inhabitants of Whitianga were Ngati Takaoa, Ngati Topetopea and Ngati Turake. Three Tainui tribes from Kawhia – Ngati Koheru, Ngati Piri and Ngati Hei, defeated these resident hapu in the eighteenth century.⁸⁸ Ngati Piri and Ngati Koheru both gained land around Whitianga harbour.⁸⁹ Ngati Hei gained land to the south and west of Whitianga harbour and also around Wharekaho beach. One member of Te Rapupo in 1870, Ema Te Aouru, described the lands that Piri gained as those to the north of Whitianga harbour. That area generally matches the land under investigation in this report.⁹⁰ Te Rapupo were unified by descent from Piri but intermarriage with, and incursion from, other hapu and iwi meant Te Rapupo chiefs also claimed affiliation to larger iwi such as Ngati Paoa and Ngati Whanaunga.

⁸⁶ See Alexander, *The Hauraki Tribal Lands*, v 8 part 2, pp 1–74

⁸⁷ Maihi Te Hinaki for example claimed land as Ngati Hura, (D Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 8) and Ngati Paoa (Anderson, *The Crown, The Treaty and the Hauraki Tribes*, p 312–5). Peneamene Tanui claimed to be Te Rapupo and Whanaunga. Maka Puhata claimed to be Ngati Piri. The Puna sisters Hera and Tiepa said they were Ngati Whanaunga. See Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 8, Anderson, *The Crown, The Treaty and the Hauraki Tribes*, pp 312–5 and block histories in chapter 3.

⁸⁸ Hauraki Native Land Court, minute book 6, 6 October, 1870, fol 261

⁸⁹ Hauraki Native Land Court, minute book 6, 6 October, 1870, fol 261

⁹⁰ Hauraki Native Land Court, minute book 6, 6 October, 1870, fols 269, 274

Ngati Tamatera began to attack a Ngati Piri hapu called 'Te Whanauwhero' at Whitianga about three generations prior to the Native Land Court hearings. A Whanauwhero ancestor, Te Whakapakinga II, was killed during one such attack. His relatives searched for him at night, supposedly the origin of the Te Rapupo name.⁹¹ Whakapakinga II's son, Ngawhare Te Hinaki, married a Ngati Paoa/Ngati Tamatera woman, Ihipera Te Wawa, and brought peace between the two groups.⁹² The progression is thus: Ngati Piri – Te Whanauwhero – Te Rapupo. Ngati Piri does not now exist as an iwi/hapu although many claimants to land north of Whitianga harbour under the Native Land Court called themselves Ngati Piri.⁹³

Initial Native Land Court title investigations to Te Rapupo lands were generally polite affairs. On several occasions someone would put up their hand during the hearing and say they wanted to be listed as an owner too and other owners consented without argument.⁹⁴ Occasionally, particularly in later hearings, when they had less land, Te Rapupo members disputed among themselves over who should receive ownership rights. Then, claimants raised issues such as which eponymous Piri ancestor someone was descended from and whether Ngati Koheru had given land to Taramawhiti solely or to his brother (Te Whakapakinga II) also.⁹⁵

Maihi Te Hinaki and Maka Peneheireti (also known as Maka Puhata) were the two principal rangatira of Te Rapupo in the 1860s and 1870s.⁹⁶ In Native Land Court title investigations, both claimed to be Te Rapupo descended from Piri. As the whakapapa above shows, they were distant cousins. Both were deceased by 1876. Maka and Maihi also on occasion did not include themselves as block owners, demurring in favour of their children by saying 'I am

⁹¹ Rapu – to look for; Po – night. P Ryan *Reed Dictionary of Modern Maori*, pp 212, 240

⁹² Johnston, Ngati Hei Mana Whenua Report, p 47. Hauraki Native Land Court, minute book 6, 6 October, 1870, fols 257–270

⁹³ Te Weiti title investigation for example. Hauraki Native Land Court minute book 6, 6 October 1870, fols 261–275

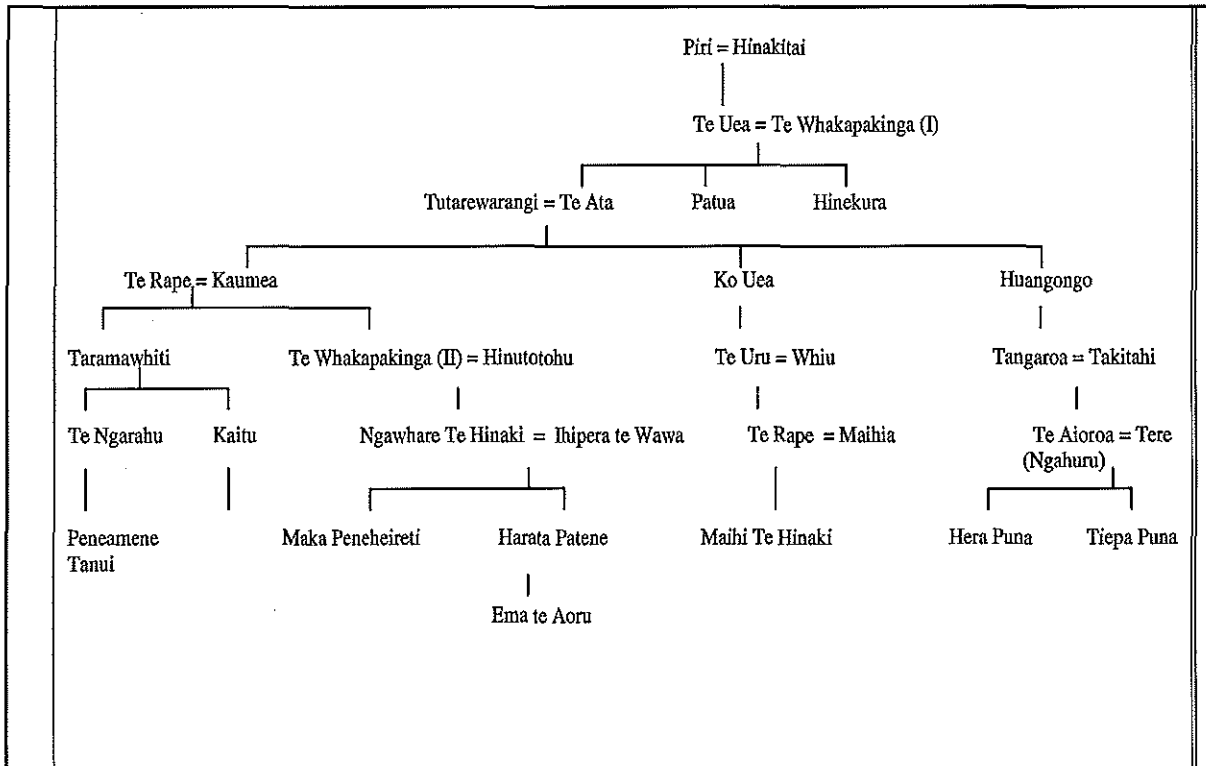
⁹⁴ Puhape, for example Coromandel Native Land Court, minute book 1, 17 October, 1866, fols 52–3. Also Wharetangata, Coromandel Native Land Court minute book 1, 31 March, 1866, fol 243

⁹⁵ See Chapter 3, Te Weiti.

⁹⁶ Hauraki Native Land Court, 7 October, 1870, minute book 6, fol 275

represented by the people named in the grant' or something similar.⁹⁷ Such statements show the presence of traditional communal land ownership ideas.

Te Rapupo Whakapapa at 1870



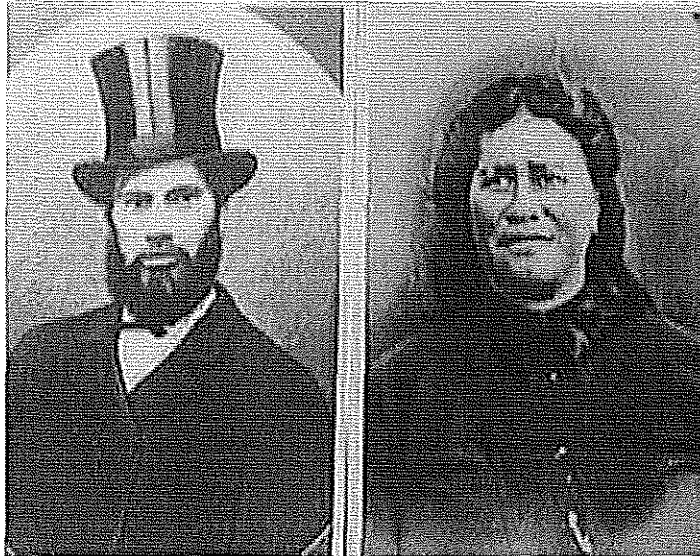
Source: Evidence of Ema Te Aouru, Te Weiti title investigation, Hauraki Native Land Court, minute book 6, 6 October 1870, fols 273–274. Whakapapa drawn in original.

The number of people in the Te Rapupo whakapapa 'tree', plus their children, would correlate with the census tallies of 30–33 members in the early 1870s. All of the generation represented on the line beginning with Peneamene Tanui was alive at 1870. Peneamene Tanui's uncle Kaitu was also alive then. Eighteen separate members of Te Rapupo were included on grants and certificates of title to the blocks listed in the Wai 705 claim.⁹⁸

⁹⁷ Wharetangata, Coromandel Native Land Court minute book 1, 17 January, 1870, fol 243 and Whakau, Coromandel Native Land Court minute book 1, 17 January, 1870, fol 175

⁹⁸ See chapter 3, 'Block histories'. Also appendix 4, Wai 705 title holders and relatives

2.7 Peneamene Tanui



Peneamene and Rahera Tanui.
Source: Barbara Francis personal photos

The named Wai 705 claimant, Barbara Francis, is descended from Peneamene Tanui. He was her great-grandfather. The Native Land Court determined Peneamene Tanui to be owner or part-owner of a number of other blocks in the eastern Coromandel from Tairua through to Whangapoua (figure 1). For these non-Whitianga blocks he identified as belonging to various iwi other than Te Rapupo.⁹⁹

Peneamene Tanui was a member of Te Rapupo hapu. He was one of a number of grantees on core Te Rapupo blocks around Whitianga. During the Native Land Court title investigations of these blocks, Peneamene Tanui identified himself as Te Rapupo. This assertion was not challenged in the court. These core Te Rapupo blocks are listed in the Wai 705 claim – Te Weiti, Te Whakau, Karamuramu, Wharetangata and Puahape.¹⁰⁰ Peneamene Tanui's uncle Kaitu was also a member of Te Rapupo. The Native Land Court placed him on the title of Te Weiti and Puahape. Kaitu (also known as Paengahuka¹⁰¹) signed the Crown purchase deeds

⁹⁹ Walzl, 'Overview Report on the Claim of Ngati Hei, 1840–1900', p 77. Also, McBurney, 'Te Whanau o Hamiora Mangakahia Mana Whenua Report', p 62. Also, conversation with Garrick Cooper, 21 February 2001. Garrick has been commissioned by the Waitangi Tribunal to research Peneamene Tanui for the Hauraki inquiry, (Wai 686, 3.49, 2000).

¹⁰⁰ Wai 686, 2.126(A)

¹⁰¹ McBurney, Te Whanau o Hamiora Mangakahia Mana Whenua Report, p 46

to Orua and Mahakirau blocks along with other Rapupo members prior to the Native Land Court era.¹⁰²

Tanui spent a lot of time appearing before the Native Land Court. A search of the Maori Land Court minute book database reveals Peneamene Tanui was a kaikorero (speaker) in 41 different cases. He was not always a claimant and sometimes appeared as a witness or, due to his considerable experience, as conductor, or kaiwhakahaere, for applicants.¹⁰³ Nevertheless, his expenses in application fees, court costs, travel, accommodation and food would have been large.

Tanui left a number of documents, over a thousands pages in total, which are currently being researched by Garrick Cooper under a commission for a Waitangi Tribunal. Consequently, this report will not explore Peneamene Tanui in depth.

2.8 Early European involvement and Old Land Claims

Initially, European activity in the Whitianga area was principally based on milling, which began early in the nineteenth century. The first European settlement was at Ferry Landing, on the other side of the river from the modern Whitianga. Timber agents first bought trees and some ‘purchased’ land. Later, after the Treaty made land purchasing illegal, timber companies took out ‘leases’ over Maori land for cutting rights to forests. Often, Maori would lease the forest and then sell the land to the Crown.¹⁰⁴

Many Whitianga Maori became involved in sales to the mill operator Gordon Browne in the pre-Treaty decades. Seventeen Maori signed one particular deed.¹⁰⁵ Some appeared as witnesses in support of Browne’s employer, Dacre, at an old land claims commission hearing in 1843.¹⁰⁶ Dacre and Browne produced ‘purchase’ deeds dating from 1836 before successive old land claims commissions in 1843 and 1857–1863. Dacre and Browne claimed land including the Ounuora, Whangamaroro and Taputapuatea valleys and the land between Ferry

¹⁰² See chapter 3, ‘Crown purchases’ section

¹⁰³ See for example, Hopetui case, Hauraki Native Land Court, minute book 9, 25 May 1876, fols 245-6

¹⁰⁴ Te Weiti and Kaimarama blocks for example – see relevant block histories in chapter 3.

¹⁰⁵ See Te Puia block, Crown purchases table, chapter 3.

¹⁰⁶ Walzl, Overview Report on the Claim of Ngati Hei, p 29–30

Landing and Purangi. All contained extensive and accessible kauri forest (see figure 2).¹⁰⁷ In 1855, the Crown issued grants to Browne totalling 1200 acres, but later cancelled them for being 'of doubtful validity'.¹⁰⁸ Dacre's claim was eventually settled under the Bell commission of 1856–1862. Bell recommended a Crown grant of 3580 acres from Ferry Landing across to Cook's Beach. The land subsequently granted included the mill and other buildings at Ferry Landing, valued at £6000.¹⁰⁹ This was the only grant in the Mercury Bay district resulting from Bell's investigation. The old land claims are the subject of a report by Robert McLean.¹¹⁰

The saga of these old land claims raises several issues about Maori perceptions of the deeds that they signed. In one of Browne's early deeds, Maori not only parted with their land 'forever', but also their homes and crops. They even agreed to abide by laws and regulations enacted by Browne and to defend Browne from external attacks!¹¹¹ In reality, however, Maori held power over Browne, and thus this English language deed may have been irrelevant to them. The meaning of the deed did not reflect the reality of the situation at all. Furthermore, after the Crown had decided against issuing grants in response to most of the early old land claims at Whitianga, Maori 'resold' the land. Maori thus perhaps gained the impression that deeds were non-binding (and somewhat meaningless) and that the same land could be sold a number of times.

Early European millers and traders employed Maori labour in exchange for, among other goods, alcohol, tobacco and guns. This fuelled the tribal warfare that proved so debilitating to local populations.¹¹² During the early milling period (1830–1840) Maori retained significant control over the district and consequently the millers. Browne claimed that the chiefs were 'jealous of each other' and not willing to share 'the pakeha'. This rivalry was making the purchase of timber from Maori increasingly awkward, particularly as Maori were expecting more Pakeha to arrive. Maori sold trees on an individual basis and Browne complained that 'the tenure is very precarious – marking trees, we have had experience, is nothing if the

¹⁰⁷ R McLean, 'Old Land Claims at Mercury Bay and Tairua', (Report attached to Eastern Coromandel foreshores and Fisheries Report, Wai 686, G2), p 2

¹⁰⁸ McLean, Old Land Claims, p 3

¹⁰⁹ Walzl, Overview Report on the Claim of Ngati Hei, p 29

¹¹⁰ R McLean,

¹¹¹ Walzl, Overview Report on the Claim of Ngati Hei, p 17

Native owners choose to take them elsewhere'.¹¹³ Maori dominance led Browne to urge Dacre to attempt to purchase the land and thus secure cutting rights, which resulted in the aforementioned deeds.

After 1840, private purchasing became illegal under the Treaty of Waitangi. While this posed problems for the milling companies, the Crown showed a generous tolerance toward the millers and did not hinder or attempt to interfere with their operations. A mill operator made a request to the Crown in 1853 'to purchase or occupy land at Mercury Bay'. A Crown officer responded that 'as has been usual in such cases ... the government will not interfere ... whilst his transactions with the Natives are carried on in an amicable manner.' Furthermore, although direct purchase was illegal, the officer explained that occupation and cutting rights could be arranged through Crown agents.¹¹⁴ This Crown policy of unregulated private milling of Maori forests contributed to the massive denuding of forests that subsequently occurred.

2.9 Some Conclusions

The above chapter outlines the relevant background to the land alienations that occurred in the latter half of the nineteenth century in Mercury Bay. Traditionally, the Bay was a thriving population centre supporting quite large numbers of Maori. Iwi and hapu established 'kainga pockets' at Mercury Bay, whereby a number of different groups occupied the same area. These groups were not constant but migrated according to cultivation, resource gathering and 'ahi ka' dictates. As such, there was no main or dominant iwi or paramount chief in the district. Maori communities in Mercury Bay were small, individually, but collectively, Maori were probably not as 'rare' as European sources indicated.

The first half of the nineteenth century was marred by conflict, leading to migration and depopulation. Most warring and attacks were from external sources. There was little 'serious conflict among resident hapu at Mercury Bay in the nineteenth century. This allowed Maori groups to easily return to Mercury Bay after the debilitating musket wars of 1800–1840.

¹¹² Walzl, Overview Report on the Claim of Ngati Hei, pp 14–15. Beilby, Historical Notes, p 2

¹¹³ Browne to Dacre, 1835, Quoted in Walzl, Overview Report on the Claim of Ngati Hei, p 14

By the 1870s, when the Native Land Court began operating in Whitianga, the consistent Maori groups were Ngati Hei (about 35 members) and Te Rapupo (about 33 members). Ngati Hei gained title to lands to the south and west of Whitianga harbour and on the Kuaotunu peninsula from Wharekaho beach east in the Native Land Court. Te Rapupo gained title to lands immediately north of Whitianga harbour including modern Whitianga township lands and the blocks listed in the Wai 705 claim. Other groups mentioned in the Maori censuses of the 1870s were Ngati Tamatera and Ngati Maru. These groups did not feature prominently in Native Land Court title investigations around Whitianga harbour. There was a Ngati Tamatera settlement at Mill Creek, in the south Whitianga harbour area. Other principal settlements were Ngati Hei at Te Hoho and Te Rapupo at Kaimarama. The Kaimarama/Whangamaroro settlement was also referred to as Ngati Paoa under its rangatira Maihi Te Hinaki, who also identified as Ngati Paoa. Ngati Whanaunga had a settlement at Whakau which, an early settler recorded, was led by Peneamene Tanui.

The land being investigated in this report, to the north and west of the Whitianga harbour, up to the main dividing ranges of the Coromandel and Kuaotunu peninsulas, was rich in resources such as timber and flax. Maori utilised these resources fully. Te Rapupo, a hapu of Ngati Piri, were the principal owners of this land. They had occupied it for many generations by 1870 and had intermarried and established relations with other Hauraki iwi in the process. Te Rapupo rangatira also claimed descent from other iwi. Maihi Te Hinaki claimed to be Ngati Hura, Ngati Paoa and Te Rapupo. Maka Puhata claimed to be Ngati Piri and Te Rapupo. Te Rapupo numbered 33 members in 1874.

Peneamene Tanui claimed to be Te Rapupo but also Ngati Whanaunga and other iwi and hapu. Tanui was a member of Te Rapupo and a major player in the Maori community, especially as regards the Native Land Court. Garrick Cooper is currently researching Peneamene Tanui for another Tribunal-commissioned report.

Whitianga Maori's main contact with Europeans in this early period centred on the timber trade. The milling was sporadic and Maori maintained firm control of the situation which they sought to exploit for their own advantage. Although the contracts were written by

¹¹⁴ Correspondence between Gibbon, Colonial Secretary (Sinclair) and Surveyor General (Ligar) 1853. Quoted

Europeans and their terms were sometimes extreme, Maori dictated the day to day running of the relationship, granting or withdrawing milling privileges as it suited them. Whitianga Maori also shared the proceeds from milling among themselves, showing effective communal organisation and distribution of wealth.¹¹⁵ Chiefs also competed, however, to gain control over trade with Europeans and boost their own hapu's prospects. Europeans supplying muskets as payment intensified this rivalry. Maori were also paid in alcohol and tobacco.

The Crown had very little direct involvement in Mercury Bay prior to the land purchases of the 1860s. The old land claims commissions alerted Maori to the ambivalent nature of written 'deeds of sale.' The timber companies both before and after the Treaty were allowed to operate freely, and to make their own arrangements with Maori. Part of this was due to the isolation of the district¹¹⁶ and part to the importance of timber to the gold fields and developing settler communities in Auckland and elsewhere.¹¹⁷ The Crown's encouragement of milling and its later 'hands off' policy towards regulating or restricting milling of Maori forests contributed to the wholesale destruction of this resource in a very short period.

in Walzl, Overview Report on the Claim of Ngati Hei, p 35

¹¹⁵ In the 1876 Te Aioroa hearing, Eparaima Kingi stated that 'we all shared in the proceeds of Browne'. 'We' seemed to refer to all Maori living in the area, not just Te Rapupo hapu. See Hauraki Native Land Court, minute book 9, 25 May, 1876, fol 246

¹¹⁶ The Conservator of Forests did not even inspect the Mercury Bay district in his national survey of forests in 1877. See AJHR, 1877, C-3, pp 3-5

¹¹⁷ In 1886 the Registrar General described the timber industry as the greatest manufacturing industry in the colony. R C J Stone, 'Auckland Business and Businessmen in the 1880s', PhD thesis, University of Auckland, 1969, p 337

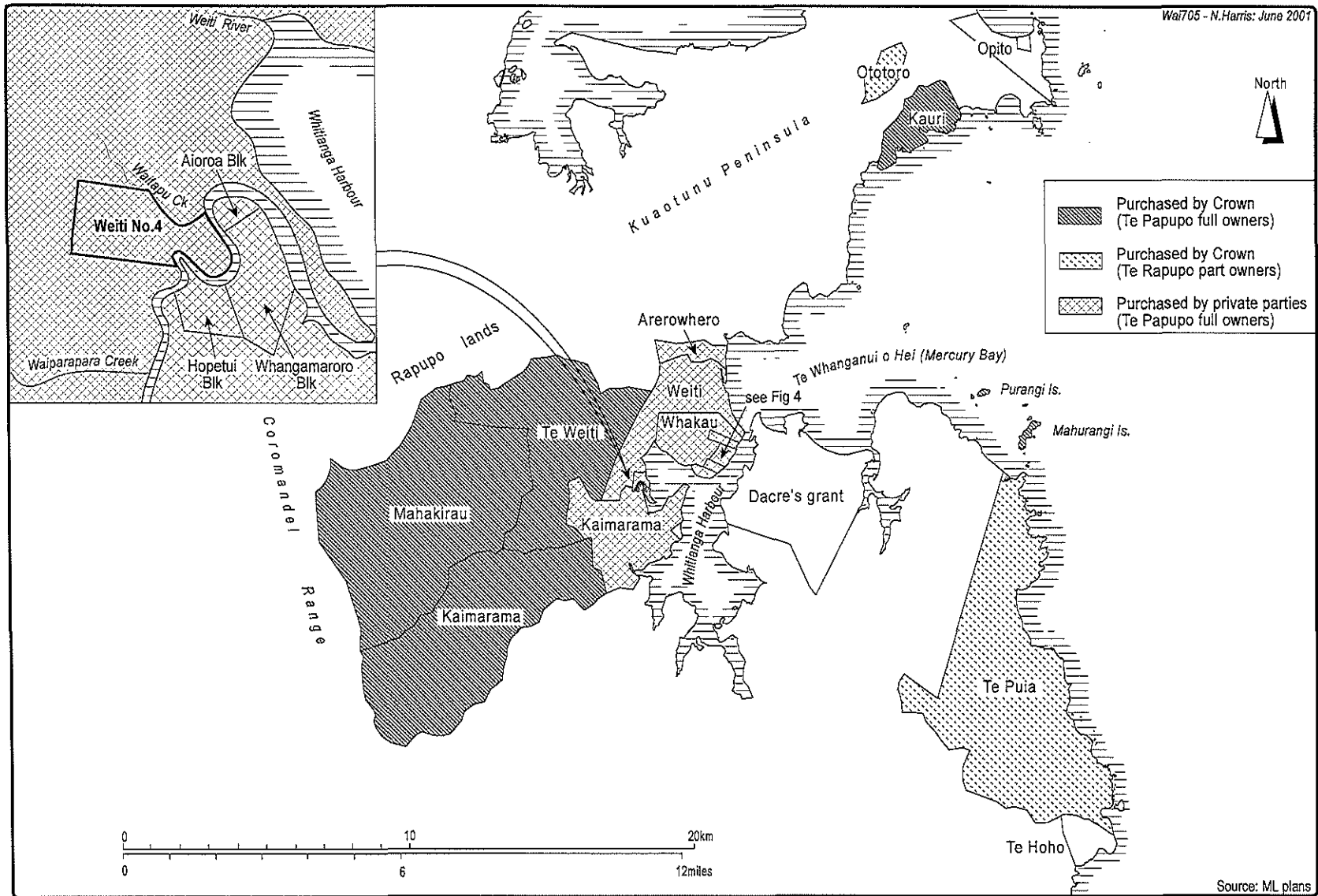


FIGURE 3 : TE RAPUPO AND OTHER BLOCKS

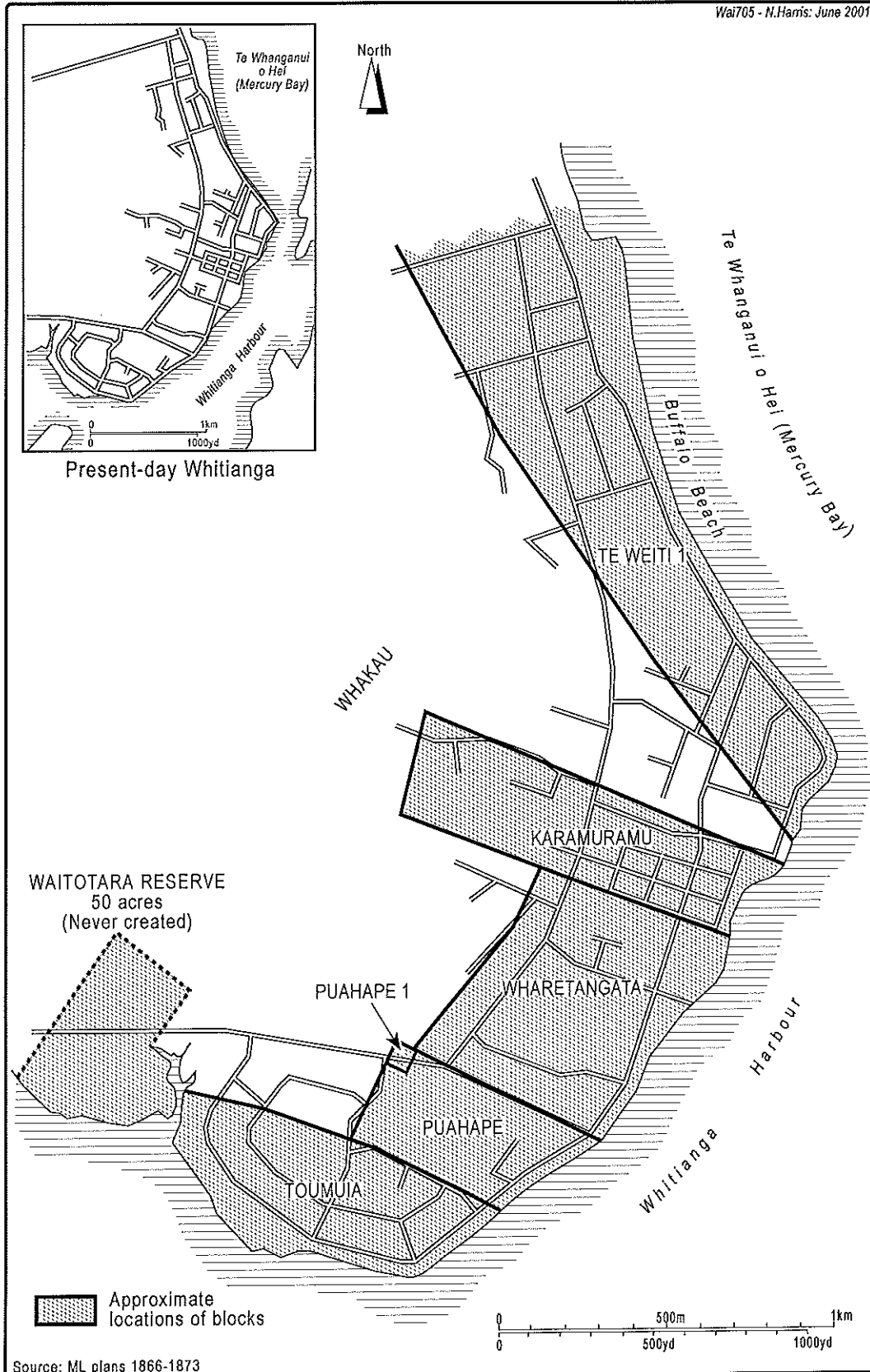


FIGURE 4 : TE RAPUPO - WHITIANGA TOWNSHIP BLOCKS

3 Chapter 3: LAND ALIENATIONS

3.1 Introduction

From 1860 to 1909, Te Rapupo lost almost all of their remaining land and consequently the hapu suffered economic, social and political decline. This was also true for the Ngati Hei people of Mercury Bay.¹¹⁸ An 1870s population of perhaps 100–150 Maori living in several distinct communities around Whitianga had all but disappeared less than 40 years later. Although there are no specific dates, according to Janet Riddle, the largest and last Maori settlement at Te Hoho on the Waiwawa river had gone by the early 1900s.¹¹⁹ According to Alfred Lee, writing in the 1940s, the Te Rapupo settlement at Whangamaroro had been ‘deserted for many years’ and it can be assumed this was before the demise of Te Hoho.¹²⁰

The following chapter is divided into two sections. Section one covers Crown purchases and section two is a block by block summary of the title investigations and subsequent lease and purchase of all Rapupo land. Additional blocks have been included to show the wider context of the blocks named in the commission.

The Crown was the major purchaser of Te Rapupo land in the Native Land Court era in terms of acreage. The Mercury Bay Sawmill Company bought more individual blocks and was much more involved with local Maori, as it leased or purchased kauri forest. Store keepers ‘mopped up’ the residual land. The Crown, which had actively purchased in the Rapupo rohe, largely withdrew its interest in their land after the 1870s.

Whitianga was an isolated town in the 1860s and 1870s with one weekly steamer and bad roads.¹²¹ Residents funded their own schools, hospital and civic life.¹²² Whitianga Maori were not served well by government. During the 1870s, the Hauraki district Native Agent

¹¹⁸ See Walzl, ‘Ngati Hei Overview’

¹¹⁹ Riddle, *Salt Spray and Sawdust*, p 172. Riddle describes Te Hoho as the last Maori settlement, meaning the Te Rapupo settlement declined sometime before 1900.

¹²⁰ A Lee, *Whitianga*, p 43

¹²¹ A Lee, *Whitianga*, p 34, O Lee, ‘Early Whitianga’, p 26

¹²² A Lee, *Whitianga*, p 50–1

lived in Thames, and was often unable to attend to matters in Mercury Bay. Native Agents acted as monitors of Maori development, census enumerators, land purchase officers and agents and witnesses for Maori to European land alienations. The Native Agents' dual role of monitoring development and assisting land purchases became somewhat contradictory as Maori steadily lost their land and became impoverished.

Matthew Russell has researched the title history of the blocks in the Wai 705 claim.¹²³ His report, 'Flax Fires and Timber Mills' traces the almost complete alienation of the Wai 705 blocks from 1866 to 1909. The following chapter will expand on that research to cover all the land around Whitianga owned or part-owned by Te Rapupo or people who identified as Te Rapupo.

3.2 Crown Purchases

From 1850 onwards, the Crown made extensive purchases in the Mercury Bay district. The pre-1865 Crown purchases in Mercury Bay are more fully covered in Dr Robyn Anderson's *The Crown, The Treaty and The Hauraki Tribes, 1800–1885* and in David Alexander's *The Hauraki Tribal Lands*. The Crown purchased only one of the blocks named in the claim and commission for this report – Te Weiti.

The following tables (following figure 3) list Crown purchases from Te Rapupo or known members of Te Rapupo in or around Mercury Bay. In the first table, Te Rapupo members are highlighted in bold type (see figure 3 for block locations).

¹²³ Russell, 'Flax Fires and Timber Mills'

Pre-Native Land Court Crown Purchases ¹²⁴

Block	Acres	Date	Price	Vendor	Signatories
Orua (Later subsumed into Te Puia and Te Hoho blocks) ¹²⁵	Not given	1858	£300	Ngati Paoa	Hokianga, Maka hare, Tikaokao, Wiremu te Rapa, Paengahuka
Kauri	Not given	1859	£170	Ngati Paoa	Maihi Te Hinaki
Ototoro	Not given	1859	£55	Ngati Rangi	Eparaima Kingi, Tono
Mahurangi and Purangi islands	Not given	1859	£12	Ngati Paua (Paoa?)	Maihi te Hinaki and Tamatea
Mahakirau	8,385	1862	£1677	Te Rapupo, Ngati Whanaunga	Maihi te Rahui Hinaki, Tikaokao, Wiremu Maka, Paengahuka, Ihakara, Rhipeti, Wiremu Kingi, Hohaia, Pumipi, Parakaia
Ototoro, (sold in 1859 also) Opito	278	1865	£55 12s		Not given
Te Puia	8,350	1865	£1878 15s	Ngati Koheru, Ngati Rakawera	Maihi Te Hinaki, Maka Peneheireti, Parakaia, Hera Putea, Tioriori te Hura, Ereata Tinirau, Hareta, Ranapaia te Ruri, Paora Tuwaha, Karauria Tairoa, Ni Marata, Arama Karaka, Anaru Pahapaha, & ors

Post-Native Land Court Crown Purchases ¹²⁶

Block	Acres	Date	Price	Vendor	Signatories
Te Weiti	5,000	1873	£675	Te Rapupo	Maka Puhata and family, Peneamene Tanui and others
Kaimarama	6,700	1874	£400	Te Rapupo	Te Maihi and Puna families

3.3 Discussion – Crown purchases

Crown purchasing began a process of Maori to European land transfer that eventually included nearly the whole Mercury Bay district. The question then, is whether Crown purchasing ‘set the ball rolling’ in terms of land alienation without due regard to Maori welfare. The Crown’s first purchases, in 1858–1859, were small blocks and islands. The later purchases of Mahakirau and other blocks were motivated by the fact that they were auriferous (yielding gold) but of unknown commercial value.¹²⁷

¹²⁴ Anderson, *The Crown, The Treaty and the Hauraki Tribes, 1800-1885*, pp 312–5 and Alexander, *The Hauraki Tribal Lands*, v 8 part 2, pp 1–75

¹²⁵ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 44

¹²⁶ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, pp 8–11, 62–5

¹²⁷ Walzl, Overview Report on the Claim of Ngati Hei, 1840-1900, p 80

Between 1858 and 1873 the Crown purchased by far the major portion of Rapupo lands. Although exact acres cannot be given, the extent of Crown purchasing of Te Rapupo blocks is shown in figure 3. All Te Rapupo lands are shown as shaded blocks. As the majority purchaser, the Crown must bear some responsibility for the later landlessness and poverty of the hapu.

The Crown, supposedly, had no interest in creating Maori landlessness, as that would make them paupers and a burden on the state. As the Minister of Justice, Henry Sewell, said in 1870, 'pauperisation' would lead to 'brigandage'.¹²⁸ The fact that the Crown did not purchase all of Rapupo lands begs the question – did the Crown believe that the pieces it left out were sufficient for Maori needs? If that is so, it correlates that the Crown, in the absence of reserves or inalienable blocks, expected private purchasers, who bought the residual land, to ensure that Maori did not become landless.

Maori may not have been aware of their potential impoverishment through land alienation as their perception of deeds was markedly different from Europeans' as will be discussed later.¹²⁹ Although Maori may not have been aware of the 'danger' the Crown was. Charles Heaphy, Commissioner of Native Reserves alerted the Crown of the need to create reserve land of 1444 acres at two places in Mercury Bay in 1870. Although he did not specify Te Rapupo areas, or any hapu by name, his assessment indicates the signs of likely landlessness of local Maori.¹³⁰ Similarly, James Mackay, a Crown Land Purchase Officer wrote to the Government concerning Mercury Bay lands in 1872: 'The question of reserves for Native residence, occupation and cultivation will require serious attention and it will probably be found necessary in most instances to make this class of lands inalienable.' He also recognised the need to ensure Maori managed their money effectively and commented that for large purchases 'it might be found desirable to make the payments by instalments running over a term of years. It would also be beneficial to induce the Natives to invest some of their money in Government annuities.'¹³¹ Of the core Te Rapupo lands north and west of Whitianga

¹²⁸ Alexander, 'The Activities of the Trust Commissioner', p 318

¹²⁹ See p 100 for example.

¹³⁰ AJHR 1871 F-4 p 5

¹³¹ Quoted in Walzl, 'Overview Report on the Claim of Ngati Hei', pp 65-66

harbour, the Crown purchased more than 87 percent, totalling over 24,000 acres.¹³² The Crown did not, however, create any reserves, make any land inalienable nor is there any record of instalment payments or investments.

The Crown's motivation in purchasing the above land and other land in the district is perplexing. Mackay wrote in 1872:

This district is of considerable area, there are probably 40,000 acres of unsold land in it. The extent of land available for settlement is small. Gold has been found in two places, but the workings are now abandoned...the available kauri timber has been sold to either the Mercury Bay Sawmill Company or the Auckland Sawmill Company, who have valid leases or agreements extending over terms of years. I do not anticipate any great difficulty in procuring the freehold of this district. The Government has previously acquired some large blocks there, but which are of little value for settlement.¹³³

So, Mercury Bay was not generally suitable for European settlement, in terms of farming, as it was mostly broken and hilly terrain. The kauri forest had all been leased. There was not much chance of gold. Indeed, there was very little value in the land at all, in terms of developing the colony. The reason for such extensive Crown purchases raises some interesting questions.

The Crown's purpose in extinguishing native title is relevant. Before the Native Land Acts, the Crown purchased large blocks of Maori land in Mercury Bay to provide land for settlement. Such purchases also extinguished certain rights of Maori over land, or 'Native Title'.¹³⁴ Crown officials believed the end of communal Maori land ownership was necessary for Maori economic development, but this implies that Maori would still retain land, they would rather hold it individually in freehold. To provide such unencumbered title was supposedly one purpose of the Native Land Acts. Maori would have title to their lands in a form recognised by English law. This form of title applied to the large Kaimarama and Te Weiti blocks, which the Crown began purchasing in 1873. Yet there was no need to extinguish 'Native Title' over these blocks which were held as Crown grants and as Mackay noted, had little value for settlement or other purposes. Yet Mackay proceeded to purchase the above named blocks and much other land around Whitianga harbour.

¹³² Note that not all the pre Native Land Court purchases were solely Te Rapupo. Other hapu/iwi also shared in the payments and thus were rights holders in the land.

¹³³ Quoted in Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 11

¹³⁴ Waitangi Tribunal, *The Muriwhenua Land Report*, GP Publications, Wellington, 1997, pp 205–208

Mackay was not alone in his attitude to Crown purchase of Maori land. Some 20 years after Mackay wrote the above report, nearly all the land in Mercury Bay had passed out of Maori ownership. The Maori owners of the small Makomako block in southern Whitianga tried to sell it to the Crown in 1890. They asked 10 shillings an acre. The Surveyor General responded to a Crown inquiry as to the value of the land that, with the exception of a few strips along the river, it was 'not worth buying at any price.' The owners offered the land to the Crown again in 1895. In reply to the offer, the Chief Land Purchase Officer in Wellington wrote: 'there is no use the Natives making such absurd offers. The Government might for the purposes of extinguishing Native title, if the Natives have a sufficiency of land elsewhere, go as high as 2/- an acre.'¹³⁵ The owners of Makomako did not hold it as 'Native title' however, but under Crown grant from the Native Land Court.¹³⁶ The assumption seems to be that any land owned by Maori, freehold or otherwise, was considered justification for Crown purchase.

Other assumptions also played a role in extinguishing Maori tenure. Certainly the attitude that Maori had large areas of 'waste land' motivated the European community. So did the opinion that they should be relieved of this waste land. The idea was that Europeans should transform Maori waste lands into productive lands. Transforming Mercury Bay into farm land was not feasible, as Mackay observed. Under the timber leases of the 1870s, Maori retained the freehold. Private settlers were unlikely to purchase ex-forest land for farming and Maori may well have retained the land had not the Crown purchased it. As such, the Crown systematically bought large tracts of Te Rapupo land for no other reason than to end Maori tenure. It also failed to provide the reserves and investments its own agents determined necessary to ensure Maori did not become paupers.

The Crown purchases raise other issues. As with Browne in his old land claim purchases, the Crown also became involved in 'double buying.' The Crown bought the Orua block in 1858. The later purchase of the Te Puia block included within its boundaries the earlier Orua purchase. The Crown bought the Ototoro block near Opito, on the Kuaotunu peninsula, twice, in 1859 and 1865, from different vendors. Thus, Maori perceptions of what sales

¹³⁵ Quoted in Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 25

¹³⁶ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 25

actually meant becomes an issue. Maori could have gained the impression – that selling did not necessarily mean you had alienated the land forever, whatever the deed might say.

The earlier Crown purchases occurred before the advent of private purchasing under the Native Land Acts. As such, Maori did not feel the true impact of the purchases, in terms of an influx of settlement, or the nature of exclusive rights at the time. Maori retained power in terms of their numbers and, unless milling was proceeding, the use of their lands. Later, the direct purchasing of Maori land by Europeans facilitated permanent settler communities, which in turn changed the political balance of Mercury Bay. The question then, is whether Crown agents adequately explained the true effect of land purchase to Maori vendors. This research has not uncovered any evidence of such explanations.

Crown purchases were often of large blocks of land and consequently involved large sums of money. Owing to their relatively small population, many Maori in Mercury Bay became, briefly, cash-abundant. With the advent of local stores and European trade goods, Maori became consumers on a large scale.¹³⁷ Whitianga Maori, however, did not tend to use their cash in a way that would sustain them in a later period. As Mackay was well aware, Maori were inexperienced at functioning in the cash economy and tended to spend their money rather than save or invest it.¹³⁸

Maori also became indebted to the Crown and store keepers, which Mackay actively encouraged. Mackay advanced money to Maori for intended purchases before title had been investigated or deeds signed. Thus Maori were obliged or coerced into selling land to settle those debts. Mackay also encouraged partial owners of blocks to acquire debt against their land at local stores.¹³⁹ Members of Ngati Hei and Te Rapupo were in debt by the mid 1880s.¹⁴⁰

¹³⁷ Stores appeared in Whitianga from 1860 on. See chapter 4.

¹³⁸ See chapter 4.

¹³⁹ Walzl, 'Overview Report on the Claim of Ngati Hei', p 74–76

¹⁴⁰ For Maori debt see Alexander, *The Hauraki Tribal Lands*, v 8 part 2, pp 16–20

Maori also used their income from land purchases for traditional pursuits, where largesse and generosity were valued, such as uhunga (funerals).¹⁴¹ They also took to alcohol and tobacco. Turton reported in 1862 that ‘The Waiau and Mercury Bay natives having lately received much government money in payment of their land have been over this side two or three times and been well supplied with liquor.’¹⁴² Not only Maori who had sold land were exposed to alcohol and tobacco. An early European settler recalled that payment to Whitianga Maori for vegetables and other goods at European stores or trading posts was often in tobacco and rum as cash was in short supply.¹⁴³

3.4 Block Histories

(The blocks referred to in this section are shown on figures 3 and 4)

The following is a description of the title investigation (if applicable), lease and alienation of all Te Rapupo blocks around Whitianga. The pre-Native Land Court section involves Crown purchases solely and does not include title investigations. These transactions do not form part of the Wai 705 commission specifically, but are necessary to appreciate the overall impact on the owners of the blocks named in the commission. The post-Native Land Court section also includes some Crown purchases but these follow a different pattern due to their alienation under the Native Land Acts. Again, not all blocks are listed in the Wai 705 commission by name, but have been included to provide a more complete analysis. Blocks not included in the claim/commission are indicated in footnotes

¹⁴¹ See Te Weiti block in chapter 3.

¹⁴² Quoted in Anderson, *The Crown, The Treaty and the Hauraki Tribes, 1800-1885*, p 95

¹⁴³ See chapter 4.

3.5 Pre Native Land Court (Crown) Purchases

The following Crown purchases are discussed generally in the preceding section.

3.5.1 Mahurangi and Purangi Islands (104 acres) ¹⁴⁴

The Crown purchased Mahurangi Island, 84 acres, from Maihi Te Hinaki and Tamatea of Ngati Paoa ('Paoa' probably) in November 1859 for £12. On the same day, the Crown purchased the Purangi Islands, 20 acres, from Maka and Wiremu Maka of Ngati Paoa for £6.¹⁴⁵ Maihi, Maka and Wiremu Maka were all members of Te Rapupo and resident at Whitianga.

3.5.2 Mahakirau (8385 acres) ¹⁴⁶

The Crown purchased the large inland kauri block, Mahakirau, in 1862, for £1677 (4 shillings an acre). The deed records 10 members of 'Te Rapupo of Ngati Whanaunga' as the vendors.¹⁴⁷ The purchase occurred before the Native Land Acts so there was no title investigation. It is possible that Maihi Te Hinaki sold trees from this block separately to the Mercury Bay Sawmill Company in the early 1860s.¹⁴⁸

3.5.3 Te Puia (8350 acres) ¹⁴⁹

Members of Te Rapupo signed the deed whereby the Crown purchased Te Puia block in 1865. The transaction occurred prior to the Native Land Court so there was no title investigation.¹⁵⁰ Twenty two people described as Ngati Koheru and Ngati Rakawera signed the deed. The block is not in the traditional Te Rapupo/Ngati Piri rohe as described in chapter 2, that is, the lands to the north and northwest of Whitianga harbour. Nevertheless, as important rangatira in the district, Maihi, Kaitu and others who signed from Te Rapupo were exercising their rights to be involved in this land transaction.

¹⁴⁴ Not included in the Wai 705 claim

¹⁴⁵ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 23

¹⁴⁶ Not included in Wai 705 claim

¹⁴⁷ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 22

¹⁴⁸ Riddle, *Salt Spray and Sawdust*, p 64. Riddle refers to the company's first operations in 1862 in the Wade (Weiti) valley. The timber was brought out by dams. The Weiti timber lease, covering land to the north and east of Weiti stream, was not negotiated until 1871. The Mahakirau block was further inland but on the Weiti stream.

¹⁴⁹ Not included in Wai 705 claim

¹⁵⁰ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 44. See also above, Crown purchases.

3.6 Post-Native Land Court

The first blocks investigated under the Native Land Court were Toumuia¹⁵¹ (79 acres), Karamuramu (86 acres) and Puahape (28 acres) in 1866. All three were on the harbour at the mouth (see figure 4). These blocks were on level ground, with good access to the water. As the other side of the harbour was already full with the mill and houses, the above blocks were prime sites for future township expansion and development. The Native Land Court held title investigations for all three blocks on 15–17 October 1866 at Kapanga in Coromandel, a considerable journey over the ranges from Whitianga in those days (see figure 1). Judge Henry Monro presided. The Native Land Court held subsequent title investigations (after 1870) at Whitianga (Toumuia), Coromandel and Thames with different judges presiding including Monro, Williams, Rogan, Symonds, O'Brien and Mair.

3.6.1 Puahape (28 acres)

Munro ordered title to the smallest block, Puahape, at 28 acres, in favour of nine people. The owners were mostly from Te Rapupo of Ngati Piri but others were of Ngati Whanaunga and Ngati Hura (a Ngati Paoa hapu from Waiheke island, linked to Maihi Te Hinaki). The Native Land Court recorded no survey lien, and no objectors or counter claimants appeared.¹⁵² Three years later, eight of the nine owners had sold their share to a settler called John Middlemass. In 1893, the Native Land Court ordered a remaining half share of 1 acre 3 roods ('Puahape 1') be partitioned out. The Crown acquired this land for a school in 1953 under the Public Works Act 1928.¹⁵³ The public works compulsory acquisition is discussed below in chapter 5.

3.6.2 Karamuramu (86 acres)

The Native Land court awarded Karamuramu to Peneamene Tanui solely in October 1866. At the title hearing, Tanui claimed the land as a member of Te Rapupo hapu. His claim was not disputed in the court and there was no lien.¹⁵⁴ The shopkeeper, George William White, purchased all of Karamuramu in the same month for £60.¹⁵⁵

¹⁵¹ Toumuia is not included in the Wai 705 claim.

¹⁵² Coromandel Minute Book 1, 17 October 1866, fol 52–53

¹⁵³ Russell, 'Flax Fires and Timber Mills', p 8

¹⁵⁴ Coromandel Native Land Court Minute Book 1, 16 October 1866, fol 48

¹⁵⁵ Russell, 'Flax Fires and Timber Mills', p 8

3.6.3 Toumuia (79 acres)¹⁵⁶

The court awarded Toumuia to six people of Te Rapupo. One of the witnesses, Maka Peneheireti, claimed the land for himself and others 'from our ancestors'. Maka stated that 'we lived and cultivated on the land before the Nga Puhi invasion' and returned to it afterwards.¹⁵⁷ Toumuia includes a small hill containing many caves and holes. Victims of a battle in 1818 between Nga Puhi and Maori living at Toumuia (Ngati Whanaunga according to A Lee) were buried in this hill.¹⁵⁸

Toumuia was prime land on the harbour. A year after the title investigation, on 13 August 1867, a settler 'Brown' (Paraone) purchased Toumuia for £85.¹⁵⁹ Subsequently, it transpired that the real purchaser was actually George William White whose signature appeared as a witness on the notification of sale letter written in Maori. Furthermore, one of the grantees, Hera Puna, complained that her signature on the sale deed was forged. The Native Minister's office referred the forgery claim to Chief Judge Fenton in August 1868. By that time, however, despite advice to the contrary, Hera Puna had signed the conveyance.¹⁶⁰ She received £25 for her trouble, presumably from White, though the payer was not recorded in the file. As the other owners had only received the equivalent of £14 per person, this amount might be viewed as a bribe.

Nevertheless, the Attorney General's office presumed Hera was 'now perfectly satisfied' and suggested the matter be dropped, as a warrant for White's arrest for forgery had not yet been issued.¹⁶¹ Fenton, however, recommended proceeding with a prosecution of White, 'and if the native witnesses will not come forward and will not give evidence it will be no fault of the prosecutors'.¹⁶² There is no record of any further action being taken.

¹⁵⁶ Not included in Wai 705 claim

¹⁵⁷ Coromandel Native Land Court Minute Book 1, 17 October 1866, fol 48

¹⁵⁸ See chapter 2 and chapter 5 'Wahi Tapu'. The reputed number of victims, 400, is probably exaggerated given the population assessments in chapter 2.

¹⁵⁹ Letter in Maori stating the sale and signed by all grantees in Toumuia BOF, Maori Land Court, Hamilton. Deed held under D2/40 (Deed Index 1D/91) at LINZ Auckland.

¹⁶⁰ Memo on file, 24 July 1868, states: 'Hera Puna has been spoken to on this subject and advised for the time being not to sign the Conveyance', Toumuia BOF, MLC, Hamilton.

¹⁶¹ (Name Indecipherable) to Fenton, 6 Aug 1868, Toumuia BOF, MLC Hamilton.

¹⁶² Fenton note dated 10 August, 1868, on letter from Attorney General to Fenton, 6 August, 1868. Toumuia BOF, MLC Hamilton

George White had operated a trading post on the banks of the Whitianga harbour at Toumuia since 1860.¹⁶³ White also purchased the Karamuramu block from Peneamene Tanui in 1866. Thus, in under a year, White had purchased 165 acres of potentially very valuable township land from Maori. There was a high incidence of Maori debt to storekeepers in the area and White's purchase could have been related to debt by the owners. As White had been operating his store for some time prior to the purchases, it cannot be assumed that he needed the land to operate his business. He had friends in the Native Land Court, which, according to Barbara Francis, sat in White's stone store at one time.¹⁶⁴ The Native Land Court did record the 1870 title investigations in Mercury Bay as occurring at Toumuia, Whitianga.¹⁶⁵

3.6.4 Arerowhero (313 acres)¹⁶⁶

The court awarded the 313 acre Arerowhero block to Maihi Te Hinaki and Enoka Puia of Ngati Koheru in March 1869 (figure 3).¹⁶⁷ These two signed a statement to the Trust Commissioner in August 1873 that they had sold the block to Meikle, a director of the Mercury Bay Sawmill Company. Meikle paid £80 for the land.¹⁶⁸ The southern Arerowhero boundary is the Taputapuatea stream, which the company used as a timber driving river at that time. Thus, Meikle may have acquired Arerowhero because the Timber Floating Act (1873) would have required he (or the company) pay compensation to Maori for damage to the river banks.¹⁶⁹ The company also began purchasing the other bank, Te Weiti, at this time.¹⁷⁰ In a Native Land Court case in 1883, another Mercury Bay Sawmill Company director gave evidence that he had bought land to gain control of rivers.¹⁷¹ Mackay gave evidence before a select committee in 1875 that the Native Lands Act 1873 had been

¹⁶³ Sign next to Stone Store, Whitianga

¹⁶⁴ Conversation with claimant, 5 December, 2000.

¹⁶⁵ Hauraki Native Land Court Minute Book 6 and Coromandel Native Land Court Minute Book 2 for cases held on 6 October 1870.

¹⁶⁶ Not mentioned in the Wai 705 claim by name, but Arerowhero contains a public recreation reserve at Taputapuatea stream, which is referred to in part two of the claim.

¹⁶⁷ Coromandel Native Land Court Minute Book 1, fols 119–120.

¹⁶⁸ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 4

¹⁶⁹ The Mercury Bay Sawmill Company purchased Whakau for this reason in 1873. See below.

¹⁷⁰ See Te Weiti below.

¹⁷¹ See Te Whakau section later this section.

instrumental in legalising timber company transactions with Maori.¹⁷² The 1873 Act could also be seen as motivation for such purchases.

3.6.5 Kaimarama (8300 acres)¹⁷³

The Native Land Court determined Maihi Te Hinaki (claiming to be Ngati Hura, a hapu of Ngati Paoa based on Waiheke) his son Ngawhare and the Puna sisters, Tiepa and Hera to be the owners of the Kaimarama block in 1870. All owners were Te Rapupo. Maka Peneheireti and Harata Puhata (Harata Patene?), also of Te Rapupo, claimed ownership as well but the court rejected their application. The next day, the court awarded the neighbouring block, Te Weiti, to Maka and his family, among others. Neither Maihi nor members of his direct family claimed on Te Weiti. The Puna sisters withdrew their claim to Te Weiti upon a threat by Maka's party to seek a rehearing of Kaimarama if they proceeded.¹⁷⁴

As such it can be deduced that Te Rapupo members associated with Maihi Te Hinaki (who himself aligned with Ngati Paoa) gained rights to Kaimarama and Te Rapupo members associated with Maka Puhata gained rights to Te Weiti. This is not to say that the hapu was split at this time as both Maka and Maihi shared title in other blocks. It appeared more as a division between the two families, which became important in title investigations in the 1880s.¹⁷⁵

Alexander covered the alienation history of Kaimarama in detail.¹⁷⁶ It follows a familiar pattern of lease to the Mercury Bay Sawmill Company then two separate sales – to the Crown and the company. Maihi retained two small pieces at Whangamaroro where he had a settlement and cultivations.¹⁷⁷ The £400 paid by the Crown for 6700 acres of Kaimarama was very low, apparently because of the pre-existing timber lease. However, at around the same time the Crown purchased 5000 acres of the neighbouring Te Weiti block, also 'encumbered' by timber leases, for £675 (actually £725 when the minor's shares, purchased in 1879, was included). Per person, the Kaimarama owners got more, but per acre they got considerably

¹⁷² Walzl, Overview Report on the Claim of Ngati Hei, 1840-1900, p 80

¹⁷³ Not included in the Wai 705 claim.

¹⁷⁴ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, pp 8-9

¹⁷⁵ See chapter 4.

¹⁷⁶ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, pp 8-11

less (just over a shilling an acre) than the Te Weiti owners (nearly 3 shillings an acre).¹⁷⁸ Such disparities point to a lack of fairness and equity by Crown purchase agents. It also suggests that Maori were swayed by large individual amounts rather than a more accurate per acre fee.

3.6.6 Te Weiti (6374 acres)

Te Weiti was a large kauri block that covered the hills immediately behind the Whitianga plain and ran along Buffalo beach. It was initially surveyed at 6450 acres but later adjusted to 6374 acres.¹⁷⁹ The Native Land Court divided Te Weiti into four parts. Te Weiti 4, 76 acres, is discussed below. Te Weiti 1, 2 and 3 blocks (totaling 6298 acres) were originally granted separately to different Te Rapupo owners in 1870. A year later, however, the combined owners applied for a rehearing and amalgamated the land into one block, perhaps to distribute the proceeds from the timber lease signed that year equitably among them. This amalgamation resulted in two of the owners being taken off the title although strictly speaking this was not necessary under the legislation at the time.¹⁸⁰ Alexander and Russell have already investigated the title history of this block.¹⁸¹ It should be noted, in addition, that Maka Puhata, who hired the surveyor and pointed out the boundaries, was obviously shocked at the survey charge of £188 2s 6d, although he admitted in court he had agreed to pay the surveyor 7 ½ pence per acre.¹⁸²

As with other kauri forest blocks in the area, soon after title was established the Mercury Bay Sawmill Company took out a timber lease on the block, in 1871. The term of the lease was 45 years for a lump sum payment of £775 and an annual rental of £10. The owners reserved the totara from the lease 'for their own use'. The owners also retained rights to cultivate,

¹⁷⁷ Aioroa and Hopetui blocks. See chapter 4.

¹⁷⁸ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, pp 10-11 and 64-65

¹⁷⁹ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 63

¹⁸⁰ Under the Native Land Act 1865, no more than 10 owners could be registered on the title to a block. There was provision for more owners under section 17 of the Natives Lands Act 1867, but this section was rarely used, it being so complex it 'could hardly be understood by any man.' 'Thomas Mackay's Synopsis of Legislation Affecting the Alienation and disposition of Interests in Native lands from 1862 to 1890 Inclusive', quoted in T Nikora and T Bennion, 'Maori Land legislation 1862-1908: annotations', Waitangi Tribunal occasional publication no 1, Wellington, 1993

¹⁸¹ Russell, 'Flax Fires and Timber Mills', pp 4-6

¹⁸² Hauraki Native Land Court Minute Book 6, 6 October 1870, fol 280

access and use the land as they wished, so long as this did not hinder or compete with the millers.¹⁸³

Two years later Maka Puhata (Maka Peneheireti) died. The funeral was obviously large and expensive, for according to Mackay, the owners sold 5000 acres of Te Weiti to him in 1873 'to defray the expenses of the tangi.'¹⁸⁴ The purchase price was £675. Mackay suggested buying this portion of Te Weiti as it neighboured the Mahakirau block, also Crown land, on which some gold had been found. He further reasoned that Te Weiti gave access to the harbour from Mahakirau and contained some reasonable pastoral land. Paradoxically, Mackay purchased a portion of Weiti that did not offer access to the harbour nor did it contain the pastoral lands!¹⁸⁵ The existing timber lease with the Mercury Bay Sawmill Company was left undisturbed. The purchase, however, took six years to complete as another of the shareholders died before he signed the deed. The Native Land Court decided that his heir, Te Reha Kahutopuni, a minor, should succeed to his portion. Her trustees eventually sold her interest in 1879 for an additional £50.¹⁸⁶

The balance of Te Weiti, some 1298 acres, was purchased in two pieces. Thomas Carina had built a hotel at the harbour mouth in 1870. He purchased 1 acre 3 roods where the hotel stood in 1873. Carina paid £80 for this valuable piece of property. Again, Te Reha Kahutopuni's trustees sold her share much later, in 1882, for £5.¹⁸⁷ The Mercury Bay Timber Company (successor to the Mercury Bay Sawmill Company) purchased Carina's land in 1885. The company had erected a new mill on the neighbouring Whakau block in 1883 and the new mill eventually expanded onto Te Weiti as well.¹⁸⁸

Two directors of the Mercury Bay Sawmill Company purchased the final portion of Te Weiti in 1873 for £250. This piece consisted of a 1296 acre strip from the harbour mouth, along Buffalo beach to Taputapuatea stream, into the hills and along the back of the plain and then down again to the harbour (see figure 3 – Te Weiti private purchase). Again, the transaction

¹⁸³ Photocopy of lease under BACS A806/154 National Archives, Auckland.

¹⁸⁴ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 64

¹⁸⁵ See map of Rapupo lands above.

¹⁸⁶ The original title holder had received his share of the money in 1873.

¹⁸⁷ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 65; Russell, 'Flax Fires and Timber Mills', p 5

¹⁸⁸ Transfer 7462 on C.T. 41/297, LINZ Hamilton.

occurred in two parts. The first, involved eight out of the nine owners in December 1873, and the second in February 1883 when Te Reha's trustees sold her portion for an additional £15.¹⁸⁹

In 1883, Peneamene Tanui and Ema Te Aouru both applied to the court to succeed to relatives' interests in Te Weiti. Tanui claimed the whole of his uncle Kaitu's interest, saying he had never heard of Kaitu selling his share and that his signature on the deed must have been forged. Ema claimed her mother Harata Patene's interest in the portion of Te Weiti not sold to the Crown (1298 acres). The Native Land Court heard both applications together in a fairly acrimonious case as the Mercury Bay Sawmill Company opposed both Ema and Peneamene. The company's solicitor, Edmund Dufaur, testified that both Kaitu and Harata had sold their portions.¹⁹⁰

Dufaur asserted that he could prove the sale under oath, but could not produce the deed except by subpoena of the Registrar of Land Titles. Since this was expensive and the company could not be certain of receiving a refund of costs from an indebted Tanui, he referred the matter to the court.¹⁹¹ However, Dufaur said the sale to the company was registered on the certificate of title and had been checked by the Trust Commissioner. He neglected to mention that the Trust Commissioner had not certified the 1873 and 1874 sales until February 1882, and that it wasn't until April 1882 that Mackay had signed his declaration as interpreter. Such long delays and not having copies of deeds made record keeping by Maori extremely difficult.

Dufaur was rather scathing in his court room references to Peneamene Tanui. Dufaur claimed that Tanui had admitted to him in his office about 18 months prior to the hearing that the whole of the block had been sold, but not the small areas Tanui called 'wahi tapu'. At that time, the company was building a new mill near the urupa Huke Huke at the mouth of the Whitianga river (figure 2). The urupa was probably threatened by the construction of the mill. It does not appear in early photos of the mill held at the Mercury Bay District Museum,

¹⁸⁹ Transaction 4221 on CT 9/16, Russell, 'Flax Fires and Timber Mills', p 5. Deed for Te Reha's trustee sale to Carina in Alexander, *The Hauraki Tribal Lands*, supporting papers #Q37

¹⁹⁰ Coromandel Native Land Court Minute Book 3, 31 July, 1883, fols 248–9, 261–8

¹⁹¹ Coromandel Native Land Court Minute Book 3, 31 July, 1883, fol 263

but was fenced, so it would have been obvious had it survived. Maori had removed some bodies as Europeans had been raiding the urupa for 'curios'.¹⁹²

Despite Tanui's obvious concern over wahi tapu desecration, Dufaur told him in his office that 'the parcel in question had passed the Court as part of the main block' and that 'the time for rehearing had long passed.' Dufaur subsequently told the court he felt Tanui was 'trying it on'. As evidence, Dufaur noted that since the death of Kaitu in 1875, the court had sat three times in Coromandel and once at Whitianga and 'this claim has not been adduced in any of them.'¹⁹³

Ema Te Aouru applied to succeed to her mother, Harata Patene's share of the portion of Te Weiti not sold to the Crown. Dufaur testified that, when Harata came to his office on a prior occasion to sign for the minor Te Reha Kahutopuni, she had stated 'that was her last remaining interest.' She had asked him for the money but he had refused saying 'she could not be trusted with it' and that it would go to Edward Puckey, the Native Officer at Thames.¹⁹⁴

Both cases were dismissed. Judge E V Williams claimed he could not adjudicate on a false signature (Kaitu's), that being a matter for a higher tribunal. The nearest magistrate's court at that time was in Thames, a two day hike over the hills. Furthermore, Williams ruled that the question of Kaitu's interest over the whole (Te Weiti 1,2 and 3) was out of the Native Land Court's jurisdiction as the map showed the land to be 'waste lands of the Crown'. Williams said this in no way diminished the claims, merely that the court could not decide the case.¹⁹⁵ This research has not uncovered any further action by the claimants.

The Native Land Court clerk did not record the case of Peneamene Tanui and Ema Te Aouru in much detail in the minute book summary. On the other hand, he recorded the evidence of Dufaur and of the Mercury Bay Sawmill Company almost verbatim.

¹⁹² See 'Wahi tapu', chapter 5.

¹⁹³ Coromandel Native Land Court Minute Book 3, 31 July, 1883, fols 262-3.

¹⁹⁴ Coromandel Native Land Court Minute Book 3, 31 July, 1883, fol 266

¹⁹⁵ Coromandel Native Land Court Minute Book 3, 31 July, 1883, fol 267-8.

The Wai 705 claimant believes that Maori never sold the residue of Te Weiti. She believes that documents to the contrary are either forgeries or that Maori were tricked. Such allegations are difficult to prove or disprove owing to many of the title holders signing with an X mark, using different names or writing erratically. Certainly, as noted above, forging Maori signatures had occurred on documents for Whitianga land.¹⁹⁶ It may be that some Maori owners had not signed the deed. Nonetheless, during the above hearing neither Peneamene Tanui nor Ema Te Aouru were recorded as disputing that they had sold their own interests in the block to the Mercury Bay Sawmill Company.

3.6.7 Te Weiti 4 (76 acres)¹⁹⁷

The Native Land Court ordered a certificate of title to Te Weiti 4 in favour of four members of the Kingi family. Huangongo, a Te Rapupo ancestor, had given the land to a Kingi ancestor several generations previous.¹⁹⁸ Since that time, the Kingi family and Te Rapupo had obviously been close. Members of both signed the Crown purchase deed to Mahakirau in 1862. The title holders for Te Weiti 4 lived at and had their cultivations on the land and their claim was not challenged in Court. At the end of the hearing, Judge Munro ruled that Weiti 1, 2 and 3 had 'no restrictions' on alienation as 'the claimants had all land elsewhere.'¹⁹⁹ The certificate for Te Weiti 4, however, was ordered 'to be made inalienable.'²⁰⁰ The Judge did not give a reason for the inalienable condition in the minutes, but the Te Weiti 4 title holders did not have title to other land in the district.

One of the owners of Te Weiti 4, Wiremu Kingi, died intestate not long after the title hearing. His five children and their nephew succeeded to his share. They each therefore received one sixth of a quarter share of 76 acres, that is, just over three acres each. Some successors lived at Shortland, Coromandel, and would have had little use for a small three acre piece of land, encouraging a sale.²⁰¹

¹⁹⁶ See Toumuia, above.

¹⁹⁷ Not included in the Wai 705 claim/commission, but flagged for more research by Matthew Russell in his scoping report. Russell, *Flax Fires and Timber Mills*, p 4

¹⁹⁸ Hauraki Native Land Court Minute Book 6, 6 October, 1870, fol 264-5

¹⁹⁹ Hauraki Native Land Court Minute Book 6, 6 October, 1870, fols 285, 287

²⁰⁰ Hauraki Native Land Court Minute Book 6, 6 October, 1870, fol 287. There is no mention of 'except by sale or lease for 21 years'.

Eight years later, in spite of the restrictions on alienation, Patrick Quinn, storekeeper of Mercury Bay, bought the whole of Te Weiti 4 for £114.²⁰² Quinn established a depot for stores at Wharaurangi (another name for Te Weiti 4) from whence he with a string of 20 pack horses supplied outlying timber camps.²⁰³

The copy of the sale deed bears the signature of Judge Symonds and was witnessed by E W Puckey, Native Agent at Thames. It was certified by the Trust Commissioner, Theodore Haultain, on 23 November 1878. Chief Judge Fenton acknowledged receipt of £11 8s duty on 10 December 1878.²⁰⁴ As such, it is clear the Native Land Court and the Trust Commissioner were aware of and sanctioned the sale. However, there is no record of the Native Land Court rescinding the restriction on alienation order in either the minute books or the block order files of the Maori Land Court in Hamilton. This research has not uncovered any attempt by the Native Land Court or the Trust Commissioner to ascertain if the Maori vendors had land elsewhere.²⁰⁵ During 1878, the Trust Commissioner refused to certify 13 purchase deeds due to restrictions on alienation.²⁰⁶ Why he did not refuse the sale of Te Weiti 4 is not known.

3.6.8 Whakau (933 acres)

The Native Land Court, Judge Monro presiding, investigated title to the 933 acre Whakau block on 17 January 1870. The court awarded title to nine members of Te Rapupo hapu with the rangatira Maka Peneheireti and Maihi Te Hinaki (claiming as Ngati Paoa) opting out in favour of their children. Two of the eventual title holders, Wi Maihi Te Hinaki (Ngawhare) and Peneamene Tanui, asked that there be no restrictions on the block stating 'we have plenty of land elsewhere.' There were no recorded counter claims.²⁰⁷

²⁰¹ Coromandel Native Land Court Minute Book 3, fol 4

²⁰² D12/Vol 1/41, LINZ Auckland.

²⁰³ A Lee, *Whitianga*, p 43

²⁰⁴ D12/Vol 1/41, LINZ Auckland.

²⁰⁵ The Trust Commissioner was directed to inquire into 'what other lands the Natives have.' In 1878, the Trust Commissioner rejected one deed on the basis that the vendor had no other land. See Alexander, 'The Activities of the Trust Commissioner', pp 320, 323

²⁰⁶ Alexander, 'The Activities of the Trust Commissioner', p 323

²⁰⁷ Coromandel Native Land Court Minute Book 1, fols 175-6, 243

Almost immediately following the title hearing, two Europeans leased the block for the harvesting of flax. The owners reserved their cultivation sites and were to receive an annual income of £20, for 20 years. Two years later, however, a fire destroyed the flax.

The Mercury Bay Sawmill Company purchased 923 acres of Whakau from six of the eight owners in 1874 for £130. The company bought the remaining two interests in 1884. The Trust Commissioner certified the first six and the Native Land Court the latter two sales.²⁰⁸

According to Gilmer, a sawmill director, the company bought the block to gain control of the creeks through which much of the timber in the surrounding hills was being driven.²⁰⁹ The Timber Floating Act 1873, although legalising such drives, required milling companies to compensate owners for loss and damage to land and rivers. Peneamene Tanui and others petitioned Parliament in 1883 about the damage booms were causing to rivers and fisheries in general.²¹⁰

In August and December 1873, the Mercury Bay Sawmill Company had purchased all but one interest in a ten acre portion of the block for £100. The high price was due to the ten acres being the only portion of Whakau with a harbour frontage. This portion also faced directly across to the mill. In 1882, the Mercury Bay Sawmill Company purchased the sole outstanding interest and began to move the mill onto the Whakau block. The Trust Commissioner certified the purchase deeds. As with Te Weiti (above), the ten acres may have contained part of the historic urupa Huke Huke upon which the mill either destroyed or encroached.²¹¹

Wiremu Maka (also known as Wi Tarapa Maka or Te Tarapa) of Te Rapupo hapu, one of the original title holders in Whakau, took the Company to the Native Land Court in 1883. Te Tarapa claimed the company had promised a 100 acre reserve for Maori during negotiations over the purchase of the 923 acre portion of Whakau in 1874. He also claimed Maori had not intended to sell 'wahi tapu'.

²⁰⁸ Russell, 'Flax Fires and Timber Mills', p 6

²⁰⁹ Evidence of Gilmer, Director, Mercury Bay Sawmill Company in Coromandel Native Land Court Minute Book 3, 1883, fol 392

²¹⁰ Anderson, *The Crown, The Treaty and the Hauraki Tribes, 1800-1885*, p 333

²¹¹ Russell, 'Flax Fires and Timber Mills', p 6

In response, sawmill director Gilmer, admitted that 'at the time of the purchase of this block the Company agreed to make a reserve of fifty acres for the resident natives:- the locality was not specified.' As such, the reserve was a condition of the sale. Gilmer produced, however, what he called a 'Deed of Conveyance absolute from the Natives to the Company of the entire block without reservation' written in Maori and English.²¹² At the time of the hearing (1883), however, the sale was incomplete, as the company did not purchase the final two interests until 1884.²¹³ Gilmer maintained that the company had promised a reserve of only 50 acres and several years previously, when the issue had arisen, Te Tarapa had agreed to the 50 acres after much discussion. Gilmer denied any knowledge of 'wahi tapu' but did say he 'saw a grave on the ground.'²¹⁴

Another witness, the translator Richard de Thierry, confirmed that two years previously he had been employed by the company in the 'settling' of the reserve, of 50 acres, on the Waitotara Creek (see figure 4). He testified that the proposed site had been surveyed. He also confirmed that the 20 or 30 Maori present believed the Company had promised 100 acres but that eventually Te Tarapa had 'expressed himself perfectly satisfied' following the survey.²¹⁵ A copy of the survey plan appears below. The plan was never certified and thus the block never created. According to staff at LINZ Hamilton, the letter 'A' after the number 989 means an application number only.²¹⁶ There are no numbers for the certificate of title reference (vol... fol...) on the plan below either.

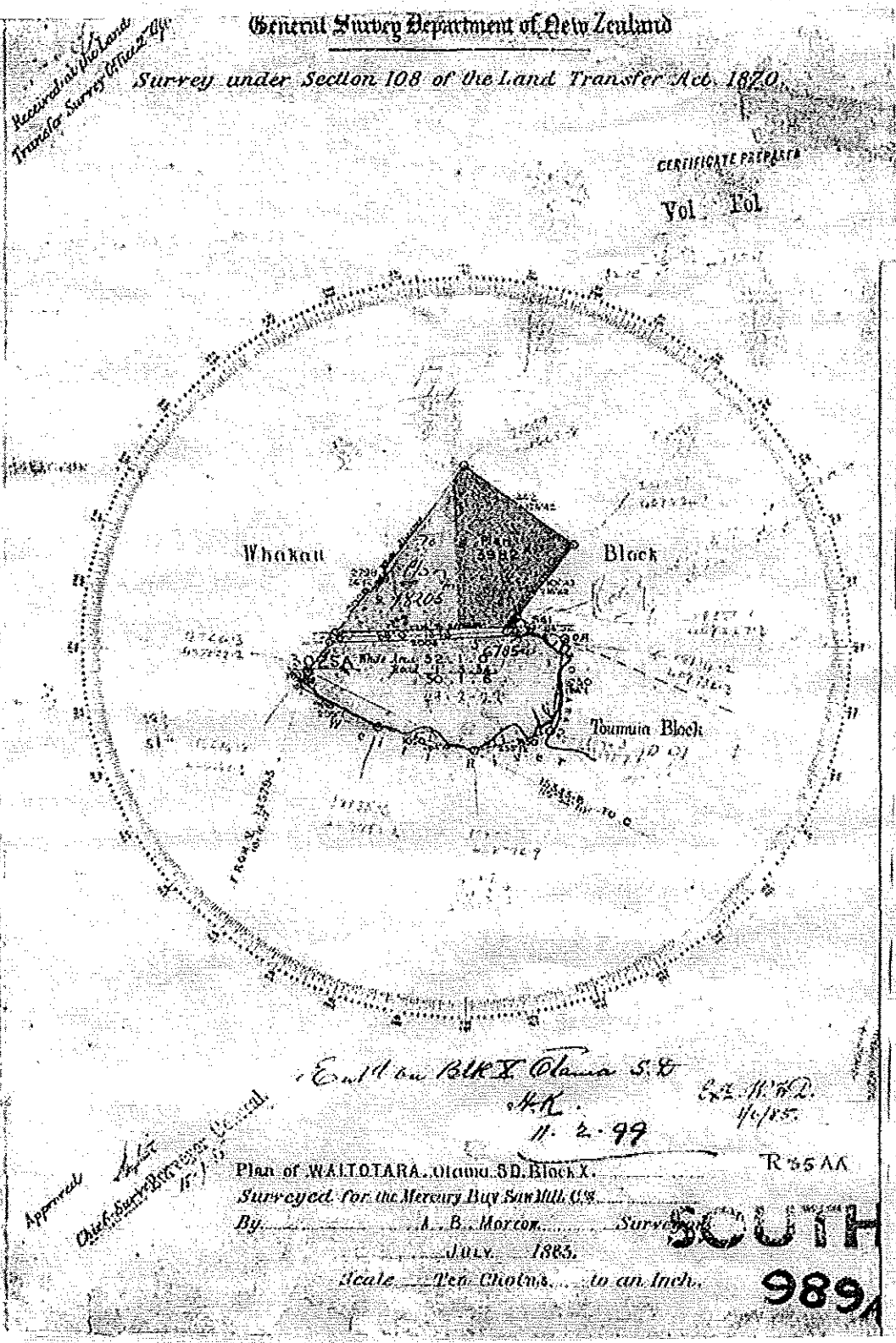
²¹² Coromandel Native Land Court minute book 3, fol 391

²¹³ Russell, 'Flax Fires and Timber Mills', p 6

²¹⁴ Coromandel Native Land Court, minute book 1, fol 391

²¹⁵ Coromandel Native Land Court minute book 3, fol 393. The number of Maori present correlates with Te Rapupo census figures given in chapter 2.

²¹⁶ Conversation with Mike Larsen, LINZ Hamilton, 31 January, 2001

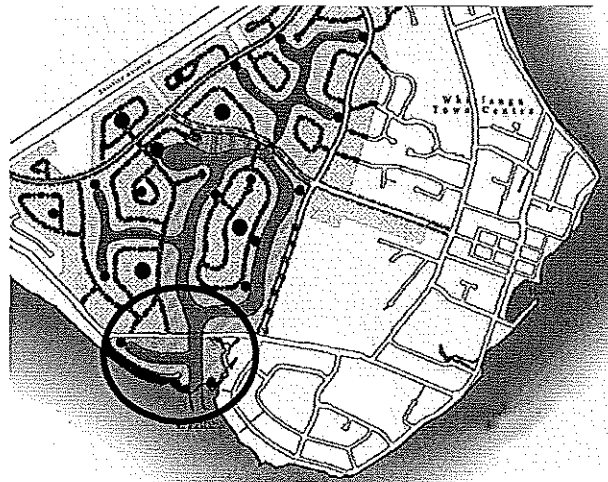


Plan of the Waitotara reserve, dated July 1883. Source: LINZ Hamilton

Judge Williams decided that ‘the Waitotara block has been sold in its entirety’ and that ‘if promises had been made, which the Company refused to fulfil, this was not the Tribunal to appeal it.’ The case was dismissed.²¹⁷ The company, despite promising the reserve at the time of purchase in 1874, and having it surveyed out, did not create it.

This is a good example of the extent to which Whitianga Maori were left without protection by the Crown. They had some knowledge of the Native Land Court, but certainly other ‘Tribunals’ were largely unknown to them. The nearest magistrate’s court was in Coromandel. Furthermore, a verbal promise in tikanga Maori would be considered binding, yet the Native Land Court, which supposedly investigated title according to Maori ‘custom’, opted for a strictly European legal interpretation of the transaction.

The proposed site of the Waitotara reserve is now the intended site of the Waterways development at Whitianga, a canal/housing subdivision project. A diagram of the Waterways development is included below.²¹⁸ Although on a different scale, to the right of the main entrance canal to the Waterways is the Waitotara river/creek, which forms the eastern boundary of the ‘reserve’ as surveyed above.



Plan of the proposed ‘Waterways’ development.

Source: Waterways Company office, Whitianga.

The reserve position roughly indicated by the circle at bottom left.

²¹⁷ Coromandel Native Land Court Minute Book 3, fols 394–5

²¹⁸ Pamphlet available from the Waterways office, South Highway, Whitianga.

3.6.9 Wharetangata (86 acres)

The Native Land Court investigated title to Wharetangata, on the harbour foreshore, in January 1870. It awarded the land to the same nine individuals named on the Whakau title documents. These were a mix of Maihi and Maka's families plus others, all members of Te Rapupo.

William Lee had been employed to build a flax mill on Wharetangata in 1868, before any title investigation. He completed the construction in 1869.²¹⁹ Wharetangata contained part of a large flax field; which stretched from the harbour to the hills.²²⁰ Several weeks after the title hearing, the owners signed a flax lease over twelve acres of the block, for an annual rental of £12. As Russell notes, this was considerably more than the £20 per annum flax lease for the entire 933 acre Whakau block.²²¹

In 1873, however, a fire burnt down the flax and put the mill out of business. According to one source, Maori owners of the flax, dissatisfied with the money they were receiving, lit the fire. According to another source, it was an argument between contractors, which led to the fire.²²² If the Maori owners set the fire, this act demonstrated an attitude of ownership and control over the flax despite the 'illegal' nature of the fire under the terms of the lease, which specified that the flax was the possession of the lease holders. If Europeans set the fire, then Maori contractors lost a considerable resource, as did other contractors and the mill operators.

The title history of Wharetangata is a long and drawn out story of partial sales, successions, and partitions. By 1908, Maori no longer owned any of the block.²²³ Notable is the number of hearings in the Native Land Court involving Wharetangata, some six in all between 1870 and 1897. An application by Peneamene Tanui and others in 1878 was held at Coromandel and then continued at Thames some months later. Similarly, an application in 1883 was initially heard at Coromandel, then at Mercury Bay five months later.²²⁴ Such drawn out proceedings

²¹⁹ Edwards, *A time to Build*, p 51

²²⁰ Edwards, *A time to Build*, p 51

²²¹ Russell, 'Flax Fires and Timber Mills', p 7

²²² Edwards, *A time to Build*, p 53

²²³ Russell, 'Flax Fires and Timber Mills', p 7-8

²²⁴ Maori Land Court database, records for block named 'Wharetangata', Waikato-Maniapoto district.

were very expensive for Maori. Mercury Bay to Coromandel was a two day trip and Mercury Bay to Thames even longer. Accommodation, food, travel and court costs all had to be found by applicants.

3.7 Conclusion

3.7.1 Specific Issues arising from the alienations

A number of specific issues are evident from the above block histories which can best be summarised as a series of points. The issues relate to Crown actions but also to private parties over whom the Crown could have exercised greater influence or control through legislation or agents.

1. The Crown failed to provide reserves for Mercury Bay Maori, despite its agents' (Heaphy and Mackay) specific recommendations to do so.
2. Crown agents allowed 'inalienable' land to be alienated, without such restrictions being lifted by the Native Land Court or the Trust Commissioner examining the sufficiency of vendors lands elsewhere (Te Weiti 4).
3. The Crown failed to ensure that revenue Maori received from sales was used or apportioned in a sustainable way, that would enable Maori to participate in the developing economy, despite its official (Mackay) recommending such action.
4. The Crown bought some land twice, bringing the status of purchase deeds into question by Maori.
5. The Crown appeared to be motivated by a desire to remove land from Maori control whether such land was useful for settlement or not. It then failed to ensure that a portion of such land was then returned to Maori for their support.
6. There is evidence of false documents, namely the forging of a signature on the sale deed for Toumuia.
7. The purchase of Whakau was still incomplete in 1883 when the Native Land Court ruled that the land had been sold 'in its entirety'.
8. Long delays in the conveyance process and the certification of documents by the Trust Commissioner – Te Weiti for example. Such delays made record keeping difficult and Maori may have lost track of ownership details.

9. The Waitotara reserve in Te Whakau block, admitted by the purchaser as a condition of sale, was not supported by the Native Land Court. The court took a fundamentally European legal view of the transaction and failed to account for Maori custom as regards oral agreements.

10. Te Rapupo obviously became concerned at the desecration of their wahi tapu and moved to protect them. The Native Land Court did not support this and again took a narrow English legal view of all transactions, which did not allow for separate recognition of these places.

3.7.2 General Issues Arising from the Alienations

As well as the specific points noted above, there are also some general issues which bear upon the Wai 705 claim. The first and obvious issue is the steady alienation of all of Te Rapupo's lands. The blocks shown on figure 3 show all Te Rapupo blocks known to this researcher. As can be seen in the illustration, all these blocks were subsequently sold. In Te Rapupo Native Land Court hearings the phrase 'I have plenty of other land' was repeated like a mantra by claimants wishing to sell. It was accepted by the court. It also appeared, unsubstantiated, on Maori vendors' letters to the Trust Commissioner, required by law to check all sales of Maori land. Both European and Maori probably believed that Maori had plenty of land, but as land was steadily alienated, it became less and less true.

Nevertheless, the requirement to ensure a sufficiency of other land was specified in the Trust Commissioner's instructions from Sewell.²²⁵ This proviso was generally ignored by the Native Land Court and woefully inadequately investigated in Mercury Bay by the Trust Commissioner. Judges were not recorded as asking how many people were in the hapu or family, how they would be provided for, why they wanted to sell (if they requested no restrictions) and what lands remained. Of all Te Rapupo's land around Whitianga, only one small block was made inalienable – a block which was granted to Maori who were not principally Te Rapupo.²²⁶

²²⁵ Alexander, 'The Activities of the Trust Commissioner', p 320

²²⁶ Te Weiti 4.

Surveys were extremely expensive. Maka Puhata's surprise at the survey bill for Te Weiti pointed to the link between survey and sale. In some cases around Whitianga the Mercury Bay Sawmill Company agreed to bear the expense of survey, thus indicating an (illegal) arrangement between company and owners prior to the issue of a certificate of title under section 75 of the Native Lands Acts 1865.²²⁷ Such an arrangement is not stated explicitly in the records for Te Rapupo blocks. The company payment for survey also established a debt or obligation on the owners. Surveyors often testified as to the poor quality of land, claiming it was unfit for cultivating. Such testimony may have contributed to the court granting land 'without restrictions' enabling purchase.²²⁸

The whole issue of forestry and the licensing of cutting rights on Whitianga Maori land displayed a laissez faire policy by the Crown. Timber companies entered into agreements with Maori facilitating the wholesale extraction of timber with almost no monitoring of such a valuable resource. The timber not only supported the gold and construction industries throughout the colony, it provided employment and investment opportunities for many Europeans. That the Crown allowed the most valuable resource owned by Whitianga Maori to be exploited by private parties, with no legislation or protective mechanisms, is a basis for a claim against the Crown. The Crown moved to protect, licence and regulate cutting on its own forest land at the same time. This issue will be discussed further in the following chapter.

The question of individualisation of title is also pertinent to this claim. The Native Land Court did not grant any land to Te Rapupo hapu as a whole. All blocks were granted to individuals named on the certificate of title. There was never any indication from the Court that those granted land were to act as 'trustees' for the tribe, as Henry Sewell, Minister of Justice in 1870, claimed the Native Land Acts intended.²²⁹ The legislation that individualised title obviously deteriorated collective decision making processes of Te Rapupo. This will be discussed in chapter 4.

²²⁷ For example Kapowai block, 1870, Hauraki Native Land Court Minute Book 6, fol 235

²²⁸ Title investigations, 1870, into Kaimarama block, Hauraki Native Land Court Minute Book 6, fol 231; Taranoho block, Hauraki Native Land Court Minute Book 6, fol 234; Ounuora block, Hauraki Native Land Court Minute Book 6, fol 237.

²²⁹ Alexander 'The Activities of the Trust Commissioner, pp 317-8

The fragmentation of interests into uneconomic portions is also apparent in the block histories of Te Weiti 4, Wharetangata and Puahape. Such uneconomic interests encouraged sales. So too did partial sales. Once one or some owners had sold their interest, it seemed inevitable that others would eventually sell. There is also the question of long drawn out purchases, of up to 10 years, and the lack of copies of deeds for Maori. The difficulty in tracking who had sold what and when was apparent in some of the court cases above, and Maori lacked the necessary access to government records to do this. As such, Maori relied on personal knowledge ('I never heard of Kaitu selling his share') which could not compete in court with written records.

The Crown purchased 84 percent of Te Rapupo's land. The Mercury Bay Sawmill Company bought 14 percent and private individuals 2 percent. As such, Maori land went to those with money and resources. The impression that under the Native Lands Acts individual European settlers would be able to purchase Maori land and settle among Maori for mutual benefit was misleading. Big players 'got in quick' and bought up everything in large chunks for reduced prices.

As a result of the new monopoly, most Whitianga Pakeha had to buy land from the Crown, the sawmill company or one or two local shop keepers. The lack of restrictions on purchase of Maori land did not, in general, benefit most settlers. They, like Maori, received little in the way of Government assistance for education or health. Nor did the sales benefit Maori. Mackay gave evidence that he was able to buy Maori land very cheaply for the Crown in the 1870s, and that if Maori had sold privately they would have got significantly more.²³⁰ The drop in prices for timber between 1860 and 1880 discussed in the following chapter is another pertinent example. These facts do not point to an 'open market' whereby Maori would receive a fair value for their land.

²³⁰ Walzl, 'Overview Report on the Claim of Ngati Hei, 1840-1900', p 80

4 Chapter 4: CONSEQUENCES

Introduction

The following section is an attempt to trace the impact on Te Rapupo of the land alienations during the latter half of the nineteenth century. The first section is a summary table of the income received by Te Rapupo for the lease and sale of their land and forest. Economically, it shows that Te Rapupo, as a group, could not live on this income. The land alienations coincided with an increase in milling and other industries, which in turn brought increases in European settlement. As such, Maori had other sources of income available apart from land that need to be assessed. The sources for such an assessment are slim, comprising principally of 'settler reminiscences' held at the Mercury Bay District Museum, and some useful local histories. The absence of clear dates in much of the material makes accuracy difficult. Other sources include deductions that can be made from Native Land Court cases, official documents relating to the sale of land and reports of the Native Agent, E Puckey.

4.1 Economic Assessment of the Land Transactions

The table below lists all land and money received by Te Rapupo found during this research. Where Te Rapupo members were co-owners of blocks, generally those purchased before the Native Land Court era, the number of acres and money has been apportioned to them according to their percentage of the total number of owners. Some transactions, such as acreage and money received are unknown. Estimates are given in these cases. The table does not include money received by Whitianga Maori²³¹ during the days of Browne and Dacre. This was in the 1830s, however, and it was unlikely that any cash remained to the post-1850 generation.

²³¹ Te Rapupo and others

4.1.1 Summary Table of Land Transactions

Block Name	Acres	Transaction	Date	Purchaser/lessee	Price £	Comments
Orua	? Part of Te Puia	Purchase	1858	Crown	150	Rapupo = ½ share of £300
Kauri	800	Purchase	1859	Crown	170	area estimated from plan
Ototoro	140	Purchase	1859	Crown	28	area estimated. Rapupo = ½ of £56
Mahurangi Is	84	Purchase	1859	Crown	12	
Purangi Islands	20	Purchase	1859	Crown	6	
Mahakirau	8,385	Purchase	1862	Crown	1677	
Ototoro	278	Purchase	1865	Crown	55	
Te Puia	2088	Purchase	1865	Crown	470	Rapupo = ¼ of £1880
Karamuramu	86	Purchase	1866	Private	60	
Toumuia	79	Purchase	1867	Private	96	
Puahape	28	Purchase	1869	Private	31	Estimate
Kaimarama	8,300	timber lease	1870	Mercury Bay Sawmill Company (MBSC)	470	
Te Weiti (all)	6374	timber lease	1870-73	Mercury Bay Sawmill Company	805	includes 3 annual payments of £10
		Purchase of 5,000 acres	1873, 1882	Crown	675	
		Purchase of 1,298 acres	1874, 1882	Mercury Bay Sawmill Company	250	
		purchase 1 acre	1873, 1882	Private	80	
Arerowhero	157	Purchase	1873	Mercury Bay Sawmill Company	40	Rapupo = ½ of £80
Kaimarama		Purchase of 2050 acres	1874	MBSC	450	
		Purchase of 6700 acres	1874	Crown	400	
Te Whakau	933	flax lease	1870	Private	60	3 annual payments. Flax destroyed 1873
		Purchase 10 acres	1873, 1882	Mercury Bay Sawmill Company	100	
		purchase 923 acres	1874, 1884	Mercury Bay Sawmill Company	130 44	(estimate)
Wharetangata	86	flax lease	1870-73	Private	36	3 annual payments
		Purchase	1877	Mercury Bay Sawmill Company	49	42 acres
		Purchase	1878	Private	40	21 acres
		Purchase	1897	Private	103	16 acres 1 rood
		Purchase	1908	Private	45	7 acres 2 roods
Weiti 4	76	Purchase	1878	Private	114	
Hopetui/Aioroa Whangamaroro	70	?	?	?	?	Not researched
Totals	27994				6646	Te Rapupo shares only

As the table shows²³², Te Rapupo ‘owned’ nearly 28,000 acres. The lease and sale of these lands brought them about £6646. This is a gross figure and does not include duty on all transactions, court costs, survey fees and other reducing factors. Te Rapupo members numbered 33 in 1874. Although numbers may well have increased locally, the Maori population as a whole declined over the period 1870 to 1900. As such, 30 Te Rapupo members would be a conservative figure as an average number over that period. So, 30 members of Te Rapupo received a total of £6646 over 50 years. This equates to roughly 88 shillings 7 pence per person per year, or 1 shilling 9 pence per person per week.

It is necessary to assess this weekly amount by comparing it to wages at the time. The Mercury Bay Sawmill Company paid mill hands 30 to 35 shillings a week. The saw mill manager believed that £2 10s (50 shillings) was a ‘fair weeks work’ and would not pay contractors any more than that. Bush hands earnt 25 shillings a week.²³³ So the range of weekly earnings was 25 to 50 shillings and the average was 37 shillings 6 pence.

Thus, it is clearly evident that the money received was woefully inadequate to support Te Rapupo individually throughout this period. For brief periods, in the late 1860s and early 1870s, some Te Rapupo Maori had large sums of money, but comparatively, that money did not equal the livelihood that land may have provided had it been retained. In the absence of investments, savings, endowments or other financial management plans the money would not sustain them or the hapu in any meaningful way.

Of course, the new colonial economy meant Maori received other benefits in exchange for the land they sold. Mercury Bay Maori gained other means of support from trading with new settlers, digging gum, timber milling and cultivating. Interestingly, none of these industries actually required Maori to sell their land, other than for settlers’ houses and farms. Nevertheless, the extent that Maori participated in these new activities and their general lifestyle will be examined below. This gives a more accurate picture of Te Rapupo and other Mercury Bay Maori’ economic and social well being in the latter half of the nineteenth century.

²³² Source: Information contained and referenced in block histories in chapter 3 of this report. Whangamaroro, Hopetui and Aioroa boundaries and areas on plan ML 1730, LINZ Hamilton

²³³ A Lee, *Whitianga*

4.2 Economic Activities

4.2.1 The Timber Industry

The hills in the blue distance yielded their wealth of timber to serve the purposes of man. The ring of axes and the crashing of forest giants were all part of those old mill days. Trees that had stood for centuries, perhaps, fell in but a few minutes before the assault of man; monarchs of the forest to feed the hungry saws. What a wealth those hills held on their steep sides; in the valleys too, huge trees fell to serve the coming of civilisation.²³⁴

(From the memoirs of a Mercury Bay bushman.)

The lease and purchase of large blocks of land around Mercury Bay and Whitianga harbour by timber companies after 1870 coincided with a massive increase in milling. Technological advances in milling, fluctuations in the timber market and massive investment in milling companies by settlers led to this 'scramble' to over production. Both in terms of money and employees, the timber industry dominated Whitianga for most of the nineteenth century. Various milling companies exported an estimated 500 million square feet of timber from Whitianga district over 60 years.²³⁵

The trees that Whitianga Maori sold for a few thousand pounds supported 140 workers at Whitianga, supplied the Coromandel gold fields and the Auckland construction boom, and provided investments for entrepreneurs, for almost half a century. When such rewards are considered, it is evident that Maori received neither adequate payment nor employment from the timber industry.²³⁶

Several milling companies operated in Whitianga throughout the nineteenth century. The first was Gordon Browne's mill in 1830–1840 discussed in the previous chapter. Following the demise of Browne, the Mercury Bay Sawmill Company erected a new mill at Ferry Landing in 1862. It's directors were Thomas Peacock, William Meikle and Benjamin Gilmer.²³⁷ Meikle and Gilmer were heavily involved in the purchase of Te Rapupo timber and lands.²³⁸

²³⁴ D Hamilton, 'Upper Mill Memories', Manuscript 2, Mercury Bay District Museum, p 2

²³⁵ A Lee, *Whitianga*, p 25

²³⁶ R C J Stone, 'Auckland Business and Businessmen in the 1880s', PhD thesis, University of Auckland, 1969, pp 336–377. Although the timber industry went through boom and bust periods in the 1880s, it was a major force in the development of the colony.

²³⁷ Gilmer also spelt Gilmour and Gilmore in various sources. A Lee, *Whitianga*, p 27

²³⁸ See chapter 3 for Mercury Bay Sawmill Company timber leases and land purchases

The Mercury Bay Sawmill Company transferred its mill from Ferry landing to Whitianga in 1881. The Auckland Sawmill Company operated a mill on the inner Whitianga harbour from 1864. The 'Upper Mill' directors were Schapp and Ansenne. This mill principally worked in the Whenuakite region (south of the Whitianga harbour – Ngati Hei territory) and did not purchase any Te Rapupo lands or timber. The Upper Mill burnt down in 1884 and was not rebuilt. The Kauri Timber Company, based in Australia, by then owned both mills and had a monopoly on Whitianga timber. At its peak in the late 1880s and 1890s, it employed 140 men split into two 10 hour shifts per day.²³⁹

From the 1860s, Mercury Bay milling companies acquired large areas of forest land through long term leases, which generally led to land purchase, as in other parts of the colony.²⁴⁰ Milling on Maori or private land was less regulated than Crown land. The Crown restricted companies to 800 acre leases to prevent monopolies and dominant firms. Contracting with Maori to mill before title had been determined was supposedly illegal, but in practice, this was policed only if Maori complained.²⁴¹ Roche, in his history of New Zealand forestry, did not record any complaints from Mercury Bay Maori to this effect. There is no record of the Crown interfering with the timber leases there.²⁴²

Indeed, Mackay made a point of requesting that the existing timber leases on the Eastern Coromandel be respected when setting out the terms under which he would work as a Crown purchase officer in the region in 1872. He wrote that 'although the agreements for the acquisition or of timber are not in the majority of cases strictly legal or valid; yet many of these so called illegal agreements have been made by and with the assistance of officers of the Native department.'²⁴³ The Crown perhaps placed the value of the timber industry over the importance of determining the rightful Maori beneficiaries. Mackay himself had a personal interest in the Crown not interfering in timber industry, having invested in milling

²³⁹ A Lee, *Whitianga*, p 28

²⁴⁰ According to Daniel Pollen, Colonial Secretary, 1876, 'Lease inevitably leads to freehold.' Quoted in D Williams, *Te Kooti Tango Whenua: The Native Land Court 1964–1909*, Huia Publishers, Wellington, 1999, p 59

²⁴¹ R Hodge, Draft Report, 'Crown Actions in Relation to Flora and Fauna, 1840 to 1912' Commissioned for the Wai 262 inquiry, pp 5–8

²⁴² Referred to in Hodge, Draft Report, p 8

²⁴³ Walzl, Ngati Hei Overview Report, p 66

near Thames.²⁴⁴ He also exploited the 'encumbrance' of timber leases over blocks to reduce the price paid to Mercury Bay Maori in the 1870s.²⁴⁵

The Mercury Bay Sawmill Company purchased blocks of Maori land in Whitianga to erect timber and flax mills, associated industrial buildings and workers' houses. It bought non forest land to control rivers and avoid having to pay damages to Maori owners. The company made roads and tramways for timber transport. It was the largest employer during the 1880s and 1890s and Whitianga became very much a company town. Clocks ran to the mill whistle.²⁴⁶ One timber company director, Richard Monk, became a Member of Parliament.²⁴⁷ Another, William Meikle, had interests in timber, gold mining and gum. He owned land in Whitianga and a flax mill at Whitianga and later Whenuakite (south Whitianga harbour district). Compared to the pre-Treaty days, when Maori very much held the upper hand over the milling companies, by the end of the nineteenth century, these positions had been reversed.²⁴⁸

Originally, Maihi Te Hinaki and other rangatira sold trees individually or in small blocks. In 1862, prior to the Native Land Court, the Mercury Bay Sawmill Company paid 10 shillings per tree to Maihi.²⁴⁹ Later, however, strong international competition meant timber companies fought to keep production high and costs low. This meant companies pressured Maori to sell cutting rights over large blocks rather than individual trees.²⁵⁰ Although large one-off payments may have seemed attractive at the time, per tree and per acre, Maori lost out considerably.

The race to extract kauri and the competition from other areas led to a glut in the market by 1879. Fortunes waned throughout the 1880s but by 1888, the entire kauri timber industry was in trouble and the Australian-based Kauri Timber Company had bought nearly all the

²⁴⁴ R Stone, *The Economic Impoverishment of Hauraki Maori through Colonisation 1830–1930*, Hauraki Maori Trust Board, 1997, p 28

²⁴⁵ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, Hauraki Maori Trust Board, 1997, p 41

²⁴⁶ A Lee, *Whitianga*, pp 28, 30

²⁴⁷ Bithell, *A Guide to the History of Whitianga*, pp 36, 42

²⁴⁸ Anderson, *The Crown, The Treaty and the Hauraki Tribes, 1800–1885*, p 37

²⁴⁹ W Lee, 'Reminiscences of 50 Years', Manuscript 26, p 34. Actually this price is high. Meikle paid 10/- per acre for Kauri land at Whenuakite in the 1870s, considered a high price at the time. W Hamilton, 'Memoirs of Mr Wilfred Hamilton', Manuscript 44, Mercury Bay District Museum, p 4

²⁵⁰ Stone, *The Economic Impoverishment of Hauraki Maori*, p 70

New Zealand mills and established a virtual monopoly.²⁵¹ The Kauri Timber Company, however, inherited the same problems of large debt, high costs and international competition. The solution was to increase production which in turn led to greater felling of the forest. One Mercury Bay bushman recalled that in 1888 all bush operations stopped 'because the creeks and booms were full of logs.'²⁵²

Settler records give anecdotal evidence of Maori participating in the milling industry as casual labour.²⁵³ With the increasing mechanisation of the industry, however, Maori did not have the capital to invest nor the mechanical expertise to participate in a beneficial way. There was a concurrent shift in relations between the mills and Maori. During the 1860s, Maihi invited himself to dinner every Sunday at the mill, dressed in top hat and tails.²⁵⁴ As such, he was conforming to traditional Maori perceptions of the deal whereby 'contracting parties' had established an ongoing reciprocal relationship. Compare this to the 1883 situation where the company did not even feel obliged to establish a reserve it had promised Maori vendors.²⁵⁵

The timber industry caused considerable damage to the Whitianga environment and consequently, traditional Maori resources. They lost forest for bird and rat trapping. Timber drives destroyed creeks, with the erosion described by one settler as 'incredible'.²⁵⁶ In 1883, Peneamene Tanui and others petitioned parliament about the Waiwawa timber boom (figure 2) complaining that it denied their boats access for fishing and caused considerable damage to their land.²⁵⁷

The environmental impact of milling was impressive. The timber companies built mills and associated buildings, wharves, roads, workers houses and electricity generators. In the bush, mill employees and contractors constructed massive timber booms across river mouths, dug canals, rerouted rivers and creeks, blasted away cliffs and waterfalls, built roads, slipways,

²⁵¹ Edwards, *A Time to Build*, pp 7–8

²⁵² O Lee, 'Early Whitianga', Manuscript 7, p 17. A boom was a kind of holding fence for floating logs built across river mouths.

²⁵³ A Lee, *Whitianga*, pp 36, 45, 53, 54 and O Lee, 'Early Whitianga', Manuscript 7, pp 8, 9, 15

²⁵⁴ A Lee, *Whitianga*, p 54

²⁵⁵ A condition of sale to the company of the Whakau block. See Chapter 3.

²⁵⁶ Edwards, *A Time to Build*, p 65

tramways and dams. The timber wastage from the industry littered the harbour and the beaches.²⁵⁸ A slag heap burnt non-stop on the beach for 40 years and of course, the mill itself operated day and night. The beach and harbour edge became littered with kauri heads, slabs and logs that had been lost in the huge timber drives.²⁵⁹ Timber driving broke down river banks. A settler blamed the log booms for the silting of the harbour and creeks, describing how the rivers were originally much deeper and the steamers able to navigate some way up them.²⁶⁰ There were frequent fires in the hills, many caused by the bushmen, which destroyed millions of feet of timber.²⁶¹ In many ways, the timber was wasted. The European attitude was perhaps summed up in the anecdote about a bush gang boss who ordered a lone kauri, left standing because it could not be extracted, to be cut down and rolled into a valley as it 'looked bad'.²⁶²

4.2.2 Flax

Local histories and settler records of Mercury Bay do not examine flax in detail compared to the kauri industry. Nevertheless, flax was a significant export earner and employment source for many years until competition from Indian hemp closed the industry in 1898.²⁶³ Harvesting flax was a traditional occupation for local Maori who migrated from their cultivations on Te Weiti to the flax fields on Whakau.²⁶⁴ Maori became involved in commercial flax gathering soon after the mill at Wharetangata was built in 1868. Meikle (who also ran the timber mill) owned and managed the flax mill, which employed over 30 men.²⁶⁵ Contractors were paid

²⁵⁷ R McClean, *Eastern Coromandel Foreshore, Fisheries, and Coastal Issues Report*, Wai 686, #G2, 1999, pp 49–57

²⁵⁸ O Lee, 'Early Whitianga', p 16

²⁵⁹ A Lee, *Whitianga*, p 37

²⁶⁰ Hamilton, 'Reminiscences of Old Mercury Bay', Manuscript 1, p 3; O Lee, 'Early Whitianga', p 33. Other sources for this paragraph are Riddle, *Salt Spray and Sawdust*, pp 57–77, A Lee, *Whitianga*, pp 28–9, 32, 47–51, Beilby, 'Historical Notes', p 3, O Lee, 'Early Whitianga', Manuscript 7, p 16–18, and O Lee 'Sundry papers and Letters', Manuscript 26, pp 15, 33

²⁶¹ Report of the Conservator of State Forests, 1877, AJHR, 1877, C–3, p 1. See also Riddle, *Salt Spray and Sawdust*, p 67

²⁶² O Lee, 'Early Whitianga', p 20

²⁶³ Riddle, *Salt Spray and Sawdust*, p 153

²⁶⁴ Edwards, *A Time to Build*, p 53

²⁶⁵ Hamilton, 'Reminiscences of Old Mercury Bay', p 2

eight shillings a ton. The flax was sold in Sydney for £90 ton in the early 1870s, but this had reduced to only £14 a ton in 1898.²⁶⁶

As noted above, in 1872 a fire, deliberately lit, destroyed the valuable flax fields on Whakau and Wharetangata. According to one source, Maori asked for a rise for muka (flax fibre) but Meikle could not oblige, citing the price in Sydney. Maori 'had a strike' and burned off the flax.²⁶⁷ According to another source, Sarah Lee, whose husband was also contracting to harvest flax, 'an argument among contractors' led to the fire. Relations between local Maori and the Lees must have deteriorated because following the fire, William Lee attempted to move the family house to Purangi. The Maori owners (eight members of Te Rapupo hapu including Peneamene Tanui) of the land refused, saying the house was theirs. William Lee waited until the Maori were away tending their cultivations and then dismantled and moved the house.²⁶⁸

Subsequently Meikle moved the flax mill to Whenuakite where he had purchased land from Ngati Hei. It operated there for 17 years employing over 14 men.²⁶⁹ This research has not uncovered any direct references to Maori, Te Rapupo or otherwise, being employed at either flax mill. It can be assumed some Maori gained some income as either contractors or labourers at different times until the end of the industry in the early twentieth century.²⁷⁰

4.2.3 Gum

Maori were involved in the gum industry in Mercury Bay, which contributed some 10,000 tons, mostly from Guntown (later called Coroglen) on the Waiwawa river.²⁷¹ The Ngati Hei settlement of Te Hoho was the main Maori settlement in the area. Europeans from Guntown used to attend church at Te Hoho on Sundays. Raupini Tahura of Ngati Hei often took the

²⁶⁶ W Hamilton, 'Memoirs of Mr Wilfred Hamilton', Manuscript 44, Mercury Bay District Museum, p 3

²⁶⁷ Hamilton, 'Memoirs', p 3

²⁶⁸ Edwards, *A Time to Build*, p 53

²⁶⁹ Riddle, *Salt Spray and Sawdust*, p 153

²⁷⁰ Riddle, *Salt Spray and Sawdust*, p 153

²⁷¹ For a description of Maori involvement in gum see O Lee, 'Early Whitianga', p 10. For volume of gum extracted see Riddle, *Salt Spray and Sawdust*, p 97.

service.²⁷² Maori census tallies for 1870 to 1890 usually include '50 Maori from other areas' involved in gum digging in Coromandel district.²⁷³ Settlers recorded some anecdotes about Maori involved in the gum industry. The practice of giving credit to diggers at stores appears to have been common, and store keepers became land owners in the district, perhaps due to Maori being forced to sell shares to pay off debts.²⁷⁴ The price of gum actually increased from 25 shillings per hundred weight in 1868 to 112 shillings per hundred weight in 1900 and 160 shillings per hundred weight in 1908.²⁷⁵ Diggers were paid six pence to one shilling a pound.²⁷⁶ The trade ended in 1914 when a synthetic resin replaced gum. The Te Hoho settlement disbanded just after the turn of the century.²⁷⁷

4.2.4 Agriculture

Around 1870 Maori had cultivations at Te Weiti, Whangamaroro, Whakau, Kaimarama, and Mill Creek.²⁷⁸ They ranged from 15 to 20 acres at each place enabling Maori to produce kumara, maize, wheat, potatoes and pig meat. Maori also kept orchards.²⁷⁹ Maori brought their produce to local trading posts, George White's and others, where they traded for European goods including tobacco and alcohol.²⁸⁰

Maori agriculture declined in the latter half of the nineteenth century for several reasons. One was the increase in competition from Europeans who began producing their own food and consequently, ceased buying from Maori. Another was the expense and effort of removing any surplus from Mercury Bay to sell, for example, at Auckland. George White once found

²⁷² Also known as Repana Tahura, or Rueben Amene, he also took open air services in Whitianga before the non denominational church was built. See Bithell, *Guide to the History of Whitianga*, p 29 and A Lee, *Whitianga*, p 30

²⁷³ See chapter 2 for sources for these censuses and definition of districts.

²⁷⁴ Namely Quinn, Bryce and White. See Walzl, 'Overview Report on the Claim of Ngati Hei, 1840-1900', pp 81-82 for references to credit being extended to Maori.

²⁷⁵ O Lee, 'Early Whitianga', p 33. A cwt = a hundred weight = approximately 50 kg

²⁷⁶ Edwards, *A Time to Build*, p 61

²⁷⁷ Riddle, *Salt Spray and Sawdust*, p 172

²⁷⁸ Edwards, *A Time to Build*, p 51; Hauraki Native Land Court, Minute Book 6, 5 October, 1870, fol 230; A Lee, 'Resume of an Address to the Whitianga Lions Club, 1967', Manuscript 27, Mercury Bay District Museum, p 3

²⁷⁹ A Lee, 'Resume', p 3

²⁸⁰ A Lee, 'Resume', p 3; Bithell, *A Guide to the History of Whitianga*, p 34

no market in Auckland for his Whitianga goods so he sailed to Sydney. He sold his stock there for a good price, but his vessel was impounded.²⁸¹

Puckey traced the general decline in Maori agriculture in his reports. In 1872 he optimistically wrote that the 'Natives on a much greater scale than usual (are) preparing land for the reception of their crops.' He went on to describe Maori purchasing farming implements and also 'going in for' stock breeding on an extensive scale.²⁸² In 1875, however, he was not so enthusiastic:

With respect for the cultivation of the soil and the growth of crops, little can be said; for the last year or so the means of obtaining food and supplies of various kinds has been so easy of access to all the Natives of the Hauraki tribes, by pledging their lands for sale to the Government, that but little attention has been paid to agricultural pursuits generally.²⁸³

The next year, 1877, was even worse. Puckey stated 'I find the Natives are retrograding rather than progressing in the cultivation of soil, and that but few are paying any attention to industrial pursuits.'²⁸⁴ He continued:

I am not able to say...that the Natives here are any better than in some other parts of the colony in reference to their industry...there are a few exceptions, ...who will cultivate a sufficient area of land to maintain themselves and their families. Most of them prefer a sort of hand to mouth existence.

Puckey became so alarmed at the Maori tendency to sell land that he eventually wrote in 1880 that the 'Natives in this district are, as a whole, very favourably disposed towards the government at present in power. I think care should be taken lest they dispossess themselves of all their lands before it is too late.'²⁸⁵

The 1901 Maori census recorded the total area of land under cultivation by Maori in Coromandel district as 398 acres, of which nearly half was 'sown grasses'.²⁸⁶

The practice of living 'from hand to mouth' was no mere lifestyle choice for Te Rapupo members. By the mid 1880s most of their cultivable areas had passed into European hands. Te Rapupo members became increasingly stressed from their steady impoverishment and began to fight for rights to land in the Native Land Court. Hopetui was a block of less than 30

²⁸¹ A Lee, 'Resume', p 4

²⁸² E Puckey, Native Agent, to Under Secretary, Native Department, AJHR, 1872, F-3, p 6

²⁸³ Puckey, AJHR, 1875, G-1B, p 1

²⁸⁴ Puckey, AJHR, 1876, G-1, p 21

²⁸⁵ Puckey, AJHR, 1880, G-4, p 5

acres, where the Maihi family and others had some cultivations. It was divided among 14 members of Te Rapupo after a long court case in 1883. Other Te Rapupo members first applied for title as co-claimants and then counter-claimants.²⁸⁷ The degree of conflict among hapu and family members over such a small piece of land marked an increasing desperation as their lands dwindled.

4.3 Social Consequences

Land loss had a number of social consequences that impacted on Te Rapupo and other Whitianga Maori. Again, records of Maori lifestyle and social interaction at Whitianga are slim but a number of observations can be made. Maori funeral customs highlighted the conflict between Maori cultural values and the demands of frugality, investment and individual advancement of the new European dominated economy. References to Maori consumption of alcohol and tobacco are numerous enough in Whitianga early settler records to be noted in this section. Finally, the breakdown in traditional community and rangatiratanga among Te Rapupo can be divulged from transcripts of the Native Land Court.

4.3.1 Uhunga (funerals)

During the 1860s and 1870s Te Rapupo received money from the lease and purchase of land. As discussed above, Maori often gave up agriculture as an occupation in favour of selling land. Exposed as Maori were to the temptations of the store and with excess cash, they often spent the proceeds of these sales on consumer goods. Mackay recorded that the Te Weiti owners sold the block 'to defray the expenses of the tangi' for Maka Puhata in 1873. Another equally important Te Rapupo chief, Maihi Te Hinaki died in 1876.²⁸⁸ Puckey had this to say in his annual report for 1877:

There is a custom which I think has rather grown upon the Natives of late years than the contrary, and as it tends materially to impoverish them, and rob them of the result of such negative industry as they possess, might very properly be referred to under this head: I mean the custom of *uhunga* - 'wailing for the dead.' It appears to be a universally accepted fact amongst them that they cannot be strong to cry unless there is not only a sufficiency, but a superabundance of food provided; and

²⁸⁶ *A Census of the Maori Population, 1901*, Wellington, N.Z.

²⁸⁷ Coromandel Native Land Court, Minute Book 3, 13 August 1883, fols 437-8

²⁸⁸ Succession order of Coromandel Native Land Court, 22 May, 1876, Wharetangata BOF, C331, Maori Land Court, Hamilton

they consider that it redounds on the glorification and credit of the departed and also of his or her deceased relatives, as well as proof of respect to their visitors, that a lavish supply should be made - not, as in days gone by, of food obtained and prepared by the Natives themselves, but of the imported luxuries of the wealthy pakeha.²⁸⁹

Other Te Rapupo members who died in the 1870s were: Harata Patene, Kaitu Kawau, Te Wheoro Maka, Wiremu Te Hinaki, Wiremu Kingi, Tiepa Puna and others.²⁹⁰ No doubt all had lavish and expensive tangi. This may have caused more land to be sold. A Mercury Bay settler recorded that at that time a tangi was 'generally a time for a big feast and plenty to drink afterwards.'²⁹¹

The lavish funeral feasts raise the issue of cultural conflict. Maori cultural values required a lavish and generous feast to mark the passing of an important chief or much loved family member. Whitianga Maori continued to observe this practice, even if it meant the sacrifice of the profits from their largest and most valuable piece of land (Te Weiti). Under such circumstances it is hard to argue that Maori had 'adjusted' to the new European economy, and had the opportunity to participate on an equal footing. Maori in Whitianga continued to live according to their own values, not always to their economic advantage, and hence became the 'unwitting authors' of their own demise.

4.3.2 Alcohol and Tobacco

Drunkenness was clearly a factor in Maori communities. Turton noted Mercury Bay Maori buying alcohol at Thames in 1862 and commented that Coromandel Maori in general were in a 'declining state'.²⁹² Puckey noted in his 1872 report the widespread abuse of alcohol.²⁹³ There is also this 'anecdote' from Alfred Lee: 'There were the gentlemen who dealt with the Maoris - one bottle of rum or whisky and two of Worcestershire sauce made three bottles of

²⁸⁹ Puckey, AJHR, 1877, G-1, p 4

²⁹⁰ For Tiepa and Wiremu Te Hinaki see Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 9-10. Wiremu Kingi see 'Weiti 4', chapter 3, above. Kaitu Kawau see Coromandel Native Land Court, Minute Book 3, 31 July, 1883, fol 261-2. Eparaima Te Wheoro see Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 64

²⁹¹ O Lee, 'Early Whitianga', p 34

²⁹² Anderson, *The Crown, The Treaty and the Hauraki Tribes, 1800-1885*, p 95

²⁹³ Puckey, AJHR, 1872, F-3, p 6

alcohol (the profits were great).²⁹⁴ As mentioned above, Maori were often paid in rum by storekeepers and traders.²⁹⁵

The degree to which alcohol can be related to land alienation or a breakdown in Maori social relations is a moot point. Nevertheless, it can be assumed that, as in any community, alcohol was no friend of business acumen or respectful social relations.

4.4 The Breakdown of Maori Community

This report contends that Te Rapupo and other Maori hapu around Whitianga ceased to exist as a distinct community in the late nineteenth century. The dissolution of Maori communities at Whangamaroro, Te Hoho and elsewhere has been mentioned in chapter 2. The initial period of land selling and concurrent cash abundance (relative to a prior cash-less existence) ended rather abruptly in the late 1870s with the major hapu lands passing out of Maori control. From then on, economic pressures began to tell on Te Rapupo. Ultimately, landlessness led to breakdown in community relations.

Several incidents pointed to land loss pressures on Te Rapupo. The attempt by Peneamene Tanui and Ema Te Aouru to succeed to what may have been relatives 'sold' portions in Te Weiti showed a degree of desperation. Attempts to regain wahi tapu can be interpreted as efforts to hang on to highly valued yet small vestiges of land. The question of the reserve on the Waitotara river begs the question why the reserve did not become an issue until 1884, when it had been promised in 1874. Perhaps by 1883, when most Te Rapupo land had gone, the reserve became more important to Tarapa and others.

The Aioroa and Hopetui title investigation cases vividly illuminate land loss pressures on Te Rapupo.²⁹⁶ Aioroa was a small seven acre block between Kaimarama and Te Weiti blocks.

²⁹⁴ A Lee, *Whitianga*, p 52

²⁹⁵ A Lee, 'Resume', p 3

²⁹⁶ Aioroa and Hopetui were small pieces left out of the sale to the Mercury Bay Sawmill Company of part of the Kaimarama block. Their respective areas were 7 and 26 acres. In the Aioroa case, 1876, the Native Land Court determined Aioroa and Hopetui were actually the same land. In the 1883 case, the area of Hopetui was 26 acres. See Hauraki Native Land Court, Minute Book 9, 25 May 1876, fol 242. Neither block is referred to in either the Wai 705 claim or the commission for this report, so their title investigation and alienation has not been researched. Nevertheless, the area of the 2 blocks is not significant, and would not substantially alter the

Maka Puhata and Maihi Te Hinaki, both Te Rapupo and descended from Piri, had divided the Weiti and Kaimarama blocks between them and their families around 1870 and this had been accepted at the time by the hapu.²⁹⁷ With the passing away of both chiefs in the early 1870s, and the sale of most of the hapu land prior to the Aioroa title hearing, the hapu had split and descendants of the two chiefs were no longer friends.²⁹⁸

In 1876, Ema Te Aouru opposed co-claimants Hera Puna, Pumipi Pararewa, Eparaima Kingi and others at the title hearing for Aioroa. All claimants were Te Rapupo or associated with Te Rapupo. During Ema's cross examination of Pumipi, she asked him: 'Are you right to claim this land?' to which he replied 'Yes, you and yours have sold all our land.'²⁹⁹ Pumipi gave evidence that 'all our land' had been sold. Whether he meant 'our hapu' or 'our family' is not clear. Nevertheless, there is a finality about the statement. He did not have any land and thus felt he had rights to Aioroa. Pumipi implied that if he did not have his name on the grant he would have no control over the alienation of the land, and also, that perhaps he had not shared in the proceeds of previous transactions. As such, Pumipi gave evidence of the breakdown of the chiefly obligation principle inherent in Maori society, the principle of chiefly trusteeship. Chiefs gained title to land and hapu members expected to be provided for. Ema, as a chief, should have provided for Pumipi. She had not, and therefore Pumipi wanted his own name on the grant.

Ema and her side based their claim principally on whakapapa and the evidence of prior Court cases where ancestral derived divisions had been endorsed.³⁰⁰ The Aioroa counter claimants evidence was 'new' evidence. Pumipi and Eparaima Kingi, initially co- and then counter-claimants against Ema after she opposed their claim, could not really compete on whakapapa. They were either not versed in such matters or had only vague connections. They based their claim on occupation and precedent. Pumipi claimed that everyone had shared in Browne's payment back in the late 1830s, and thus he should share in Aioroa. Eparaima Kingi testified he had been at Whitianga for 20 years and had participated fully in local economic and

findings of this report. Their importance is more in the light they shed on hapu relations in the period 1876–1883. For block locations see figure 3.

²⁹⁷ See Te Weiti block history and also Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 9

²⁹⁸ Evidence of Harata Patene, Hauraki Native Land Court, Minute Book 9, 25 May 1876, fols 249–250. Alexander, *The Hauraki Tribal Lands*, v 8 part 2, pp 8–11

²⁹⁹ Hauraki Native Land Court, Minute Book 9, 25 May 1876, fol 245

political life, as had his father. Huangongo, a Te Rapupo ancestor, had gifted land to a Kingi family ancestor four generations previous.³⁰¹ Eparaima claimed that he too could trace his ancestry to Piri, and had family members buried on land nearby. When challenged as to why he had not therefore claimed on other blocks when he had been present at the court, he replied: 'You were chiefs and I a "tutua" [of low rank³⁰²] and my mouth was closed.'³⁰³

As shown above, however, in general, the level of payment for land put chiefs in an invidious position. They had to fund expensive funerals. Their followers gave up agriculture when selling land appeared more lucrative. They had different expectations of land deals and anticipated that Europeans settling among them would be beneficial to the tribe. Yet the income from land lease and purchase would not provide or sustain hapu members in any real sense as demonstrated at the start of this chapter.

The Aioroa case points to the pressure of landlessness and the breakdown of traditional 'trustee' roles. Eparaima no longer trusted or believed that his chiefs would provide for him. He also no longer respected the chiefs' right to claim land on behalf of the tribe. He no longer restrained himself in court and went against a chief. Eparaima may have felt able to challenge traditional authority, but the Native Land Court did not. In the end, the court ordered ownership for 10 members of the Maihi family on Aioroa, containing 7 acres and 2 roods. The list of owners did not include Pumipi or Eparaima.³⁰⁴

The neighbouring block, Hopetui, was investigated in 1883. The case was strongly contested by descendants of Maka and Maihi and the hearing continued over three or four days and several months. Owing to its position on the Kaimarama block at the junction of the Waiwawa and Whangamaroro rivers, Hopetui was probably the settlement discussed in chapter 2, the main Te Rapupo kainga at that time. The Court decided the land belonged to Maihi Te Hinaki's descendants by right of occupation and was eventually split into two blocks with a total of 13 owners. Again, the total area was only 26 acres, and during the hearing it was apparent that the land had been cultivated. By 1883, however, some of the land

³⁰⁰ Te Weiti and Kaimarama cases. See chapter 3.

³⁰¹ See Rapupo tree chapter 2 and Weiti 4, chapter 3.

³⁰² *Reed Dictionary of Modern Maori*, 2nd edition, Wright and Carman (NZ) Ltd, Wellington, 1997.

³⁰³ Hauraki Native Land Court, Minute Book 9, 25 May 1876, fols 246-7

was tapu owing to Ema Te Aouru's brother being buried there.³⁰⁵ As such, it could not be cultivated. The level of competition among hapu members is significant considering the relatively small area of land and also considering the amiable nature of the earlier Te Rapupo hearings. Such competition points to pressures of land loss on Maori.

4.5 Summary

Evidence shows Whitianga Maori initially gained short term benefits from the sale and lease of their land and forests for the new settler economy. Maori participated in the kauri, flax and gum industries as casual labourers and contractors. They also grew produce for trade with settlers or at the store. These benefits proved to be short lived, however, and Whitianga Maori became landless rather rapidly without a concurrent development of skills to participate in the new capitalist economy. The Crown had a duty under the Treaty to ensure that Maori were able to participate in the new economy but this manifestly did not happen in Whitianga.

This research has not found that Te Rapupo or any Maori invested in the new industries in Whitianga, although they did receive large chunks of cash.³⁰⁶ There are several likely reasons for this. Te Rapupo spent money in customary and expected ways such as expensive funerals, or distributed money among hapu members, or the cash dissipated in survey fees, court costs and store bought goods. The funerals show that Whitianga Maori had not assimilated European practices of investment and thrift necessary for the capitalist economy. Concentrations of capital in individual hands was foreign to Maori customary values which emphasised shared wealth and chiefly generosity. Whitianga Maori may have considered that the deals struck with settler entrepreneurs were 'joint ventures'. They perhaps did not anticipate the exclusion from the development that proceeded upon the 'exclusive' possession of their lands by Europeans.

Whitianga Maori also lacked the skills and knowledge to undertake such ventures on their own, and the Government was not present in any way to ensure that Maori developed these

³⁰⁴ Aioroa case Hauraki Native Land Court, Minute Book 9, 25 May 1876, fols 250–1

³⁰⁵ Hopetui Case, Coromandel Native Land Court, Minute Book 3, 30 July 1883, fols 347–437 (judgement only)

skills. The curious behaviour of the Mercury Bay Sawmill Company in denying Te Rapupo a promised reserve in 1883 perhaps reflected that kauri milling was in trouble and pressures on the company meant profits came before ethics. Milling of both flax and kauri increasingly required more advanced machinery, experienced business people and large concentrations of capital.³⁰⁷ Big operators squeezed out small as competition increased. In any respects, kauri milling was not that profitable by the 1870s and both industries were short lived.

Whitianga Maori engaged in some production and trading of vegetables but were also seduced by the ease of selling land. Puckey reported that in the 1870s Maori gave up 'industrial pursuits'. Alcohol, tobacco and 'the imported luxuries of the European' took their toll on Maori finances.³⁰⁸ The Wai 705 claimant, Barbara Francis' grandfather, Peneamene Tanui, was in debt by 1883, despite having received a relatively large income from land sales.

By 1914 the timber of Whitianga had mostly run out.³⁰⁹ Some small patches remained but the Kauri Timber Company mill closed in 1922.³¹⁰ The other main industries in Mercury Bay had also ceased by then – gum (1914) and flax (1898). The overall impact of colonisation on Maori at Mercury Bay can be appreciated by a basic comparison between Cook's visit and 1900. In Cook's time, 350 to 500 Maori lived in several distinct communities throughout Te Whanganui a Hei. By the early 1900s Maori did not have any distinct communities around the Whitianga harbour.

Consequent to the loss of land and economic pressures that resulted, Te Rapupo hapu members began to fight among themselves. They fought over small scraps of land in the Native Land Court. Some gave evidence that indicated the breakdown of chiefly authority and also chiefly responsibilities toward other hapu members. They also gave evidence that the individualisation of titles meant non-title holders had not shared in the proceeds of land sales and leases.

³⁰⁶ The only records found were annual lists of shareholders of the Mercury Bay Sawmill Company. Record did not feature any recognisable Maori names. BADZ 5185/9 National Archives, Auckland

³⁰⁷ Hamilton, 'Reminiscences of Old Mercury Bay', p 2

³⁰⁸ Quoted from Puckey, Native Agent at Thames, on the spending habits of Coromandel Maori. See section above on uhunga (funerals) in this chapter

³⁰⁹ Riddle, *Salt Spray and Sawdust*, p 77

As shown in the economic assessment of the proceeds from land sales at the outset of this chapter, the chiefs were in an invidious position. They needed to sell land to fulfil tribal expectations of bringing pakeha into the area, allow hapu members the benefits of consumer goods and also fund funerals and other social necessities. The revenue from sales, however, would never have been sufficient to support the hapu as a whole. Land alienation thus led to heightened expectations from hapu members of chiefly largesse, which in turn resulted in more land sales. If the chiefs were not adjudged to be generous enough, Maori withdrew their political support which contributed to general social and cultural disintegration.

The Crown had a responsibility to ensure Maori were able to participate in the new economy as equals with Europeans under the Treaty. This manifestly did not happen for Te Rapupo or other Whitianga or Mercury Bay Maori. The Crown's most notable role in the district was as a land purchaser. Despite two of its officials recommending reserves be set aside in Mercury Bay, Te Rapupo quickly became landless and the Crown did nothing. One of those officials, Mackay, recognised the need for Maori to learn skills to manage their cash, and suggested a number of options such as investments and payment by regular instalment. Neither of these occurred. Similarly, the Crown had a duty under the Treaty to ensure Maori did not alienate all their forests and other assets, which would sustain them and future generations. Again, in Mercury Bay, the opposite was true. The Crown did not seek to regulate milling and also did not attempt to investigate the legality or appropriateness of private arrangements with local Maori. As has been shown, the milling companies operated on very tight profit margins, which led to pressures to increase production and lower costs. The physical effects of massive clear felling on the environment were considerable. Whitianga Maori felt the pinch in reduced prices for timber and less and less participation in an increasingly specialised industry.

³¹⁰ A Lee, *Whitianga*, p 30

5 Chapter 5: Ancillary Issues

The following chapter addresses specific issues raised in the Wai 705 claim and included in the commission for this report. These issues include matters relating to wahi tapu, public recreation reserves of historical interest to Maori, the Mercury Bay school and hospital land, and the compulsory acquisition of land in 1953 under the Public Works Act 1928.³¹¹

5.1 Wahi Tapu

The Wai 705 claim identifies a number of wahi tapu (sacred sites), namely those at Wharekaho, Huke Huke urupa and Tawakerahi urupa. It also identifies a number of public recreation reserves, namely Taputapuatea reserve and Te Kahuriwhenua reserve. The public recreation reserves are not 'wahi tapu', as such. Of the above, only the urupa Huke Huke forms any part of the land blocks referred to in the Wai 705 claim.

The claimant, Barbara Francis, believes that Maori would never have sold their sacred sites. On first examination, Whitianga Maori did sell blocks which included wahi tapu, and owners readily admitted this at the time.³¹² It is also correct, however, that Maori did not consider that their wahi tapu would be lost or desecrated through alienation. Similarly, the true impact of alienation, in terms of loss of use or control of land, was also not initially obvious to Maori.

5.1.1 Huke Huke

The largest and best known of the Whitianga wahi tapu is the urupa Huke Huke (Huki Huki in some sources). It was situated opposite the ancient pa of Hei Turepe, on a sandy area at the harbour mouth. Today, the urupa site is part of the Whitianga township. Local Maori and a council-employed historian have identified the location of Huke Huke as somewhere

³¹¹ Only the taking of land under the Public Works act forms part of the commission for this report. The research undertaken, however, relates to the wahi tapu and public reserves mentioned in the Wai 705 claim. As such, the author has included relevant information in this chapter.

³¹² See Hopetui case, Coromandel Native Land Court, Minute Book 3, 13 August, 1883, fol 349

between Monk St through to Buffalo beach (see Huke Huke location map below). As such, Huke Huke was principally part of the Te Weiti block. Transfer 4004 on CT 9/16 shows the Mercury Bay Sawmill Company purchased the land in 1873–1883.³¹³ The Wai 705 claimant disputes this transaction. Neither Russell nor the present author has been able to locate the original deed for this conveyance.³¹⁴

Historical accounts of Huke Huke are many. Huke Huke already existed when the ship *HMS Buffalo* was blown aground on the beach which now bears its name in July 1840. Two seamen who had drowned were buried at Huke Huke. Maori used boards from the wreck to make a palisade fence around the urupa, which also had a ‘carved gateway and figureheads.’³¹⁵ The last person to be buried there was Maggie Kupae. She was captured and hamstrung to prevent her escape during one of the Nga Puhi raids in the early nineteenth century. However, she did escape and afterwards lived in Maihi Te Hinaki’s house at Whitianga until she died in 1875.³¹⁶

The exact location of the cemetery and its dimensions are hard to identify. According to Alfred Lee, it was near the Dairy Company store, which is now the Mercury Bay District Museum. During excavations for the store in 1936, workmen found pieces of copper from the *Buffalo*. Lee claims the palisading was obvious ‘until the late ’80’s’ (1880s). However, ‘gradually it disappeared, and as the sacredness of the ground was continually desecrated by the unremitting sport of visiting European hunters for curios (taonga Maori).’ Consequently, ‘the natives, because of the violation of their sacred (tapu) law, removed the remains of many of their people.’ Later, ‘timber companies acquired the freehold of the ground to enable their tramlines to reach a ... wharf.’³¹⁷

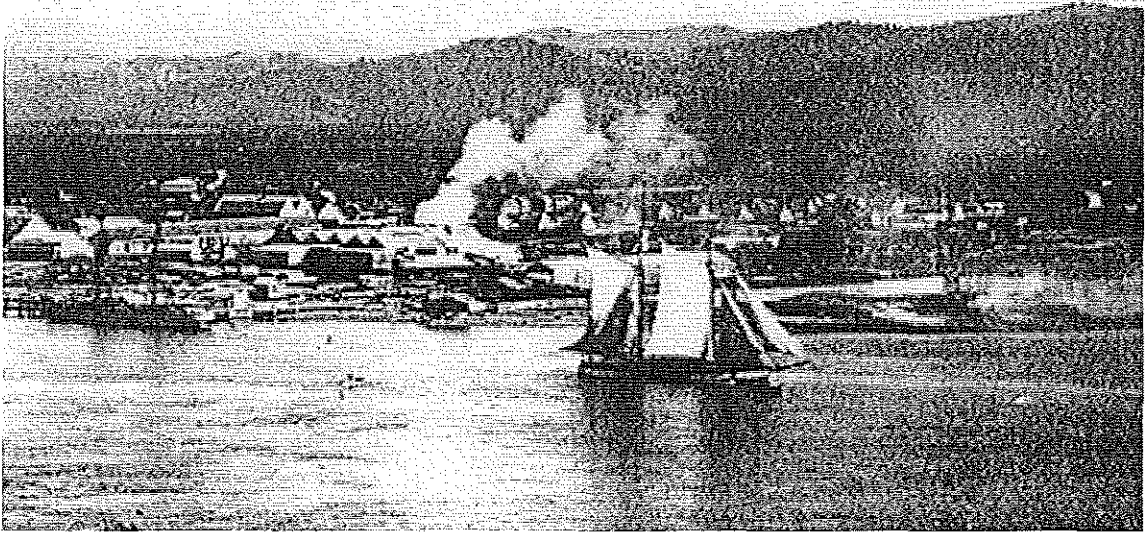
³¹³ Russell, ‘Flax Fires and Timber Mills’, p 5

³¹⁴ Searches done at LINZ Auckland and Hamilton and National Archives Wellington and Auckland. See Te Weiti block history in chapter 3.

³¹⁵ A Lee, *Whitianga*, pp 40–1

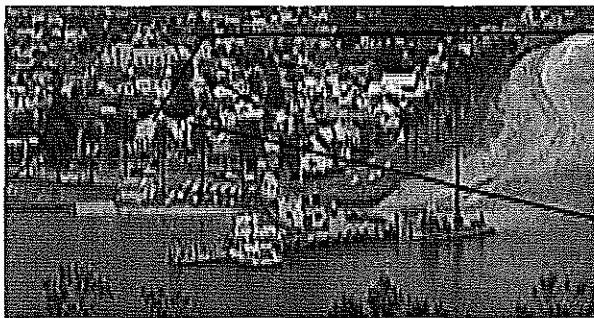
³¹⁶ A Lee, *Whitianga*, p 55

³¹⁷ A Lee, *Whitianga*, pp 41–2



Mercury Bay Timber Company, 1886³¹⁸

The photo above shows the Mercury Bay Timber Company in 1886. A white fence is visible behind the ship. On the left side of the sails it appears as a white railing fence but to the right of the sail it is not obviously a rail or palisade type of fence. The tram lines are visible in the original held at the Mercury Bay District Museum. The fence may be that of the urupa, or may mark the boundary between the Te Weiti and Whakau blocks (figure 4). The mill was originally built on land purchased from the Whakau block although by 1886 the company had acquired both blocks.



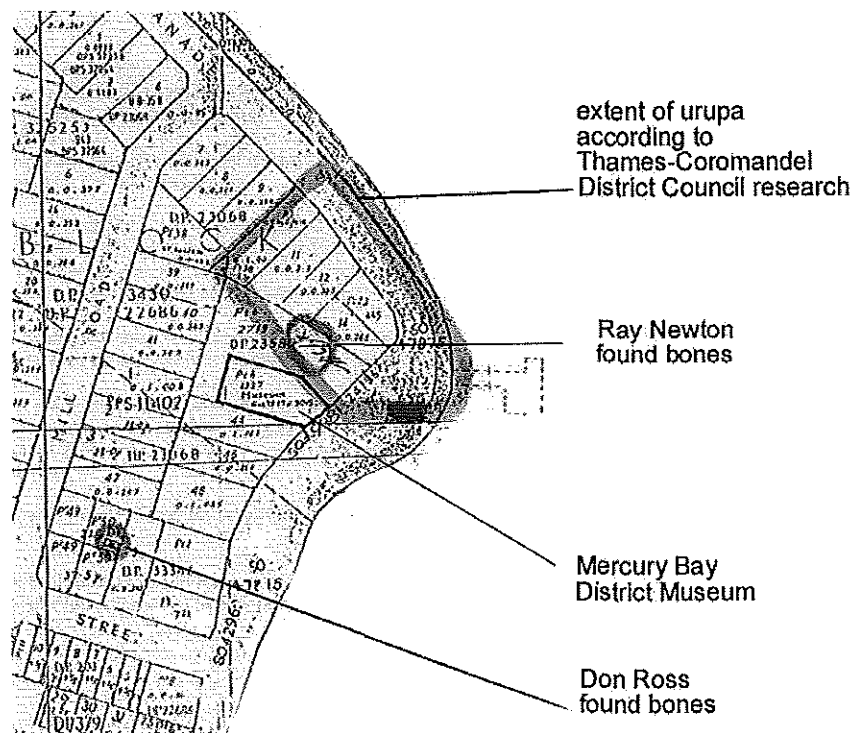
Mercury Bay District Museum

old Dairy Company store

This second photo shows the position of the Dairy Company building. Alan Newton dug a reservoir for the Dairy Cooperative in the early 1950s. He uncovered 'human skeletal remains' at a point marked on the map below. According to Newton, they called a member of the local iwi who came and removed them.³¹⁹ Barbara Francis remembered her uncle collecting exposed bones and taking them for reburial at an urupa on Wharekaho beach. The

³¹⁸ Mercury Bay District Museum, 'Old photos' folder. This image is a scan of a photocopy, so obviously some quality has been lost.

Wharekaho urupa was later damaged when developers bulldozed and subdivided the area.³²⁰ Similarly, Don Ross has stated that human bones were uncovered during an excavation at 1 Monk St and on The Esplanade from Mill Rd corner towards the wharf (see map on following page). The Thames Coromandel District Council has defined the area they believe encompasses the Huke Huke urupa on the following map but the Wai 705 claimant believes the area was much larger than this, owing to the exposure of bones in Monk St. According to a letter written in 1944 by Miriama Winiata to the Minister of Native Affairs, Huke Huke was two and a half acres in area. Winiata drew the Minister's attention to the fact that the beach front had recently been subdivided and bones were being dug up during excavations for new housing. She herself had taken delivery of bones and buried them at her own home. She asked for urgent action as the digging was 'disturbing our dead'.³²¹



Source: map provided by Wai 705 claimant, Barbara Francis

³¹⁹ Signed statement of Ray Newton in Wai 705 claimant notes.

³²⁰ Conversation with Barbara Francis, 16 Nov 2000

³²¹ Quoted in an *Interim Historians Report* prepared by the Office of Treaty Settlements, 1995.

5.1.2 Tawakerahi urupa

Barbara Francis believes this urupa was located on the Te Weiti 4 block. She recalls reading this in a Native Land Court minute book, but is not sure which one.³²² This research has not uncovered any information about an urupa called Tawakerahi. During the title investigation for the Aioroa block in 1876, Eparaima Kingi, a successor to Te Weiti 4 said:

I have cultivated on the land near it (Aioroa), on Tawakerahi and Wharaurangi - these are on the other side of the stream. Ancestors of mine are buried on this land. My father sister and other relatives are buried there. I should object to the land being sold.

It is unclear, however, whether 'this land' refers to Aioroa or Tawakerahi and Wharaurangi.

Some years earlier, during the title investigation for Te Weiti in 1870, Ngakoti described one of the boundaries for Te Weiti 4 as 'the Waitapu'.³²³ This is the name of a river that runs along the southeast side of the block.³²⁴ The alienation of Te Weiti 4 has been documented in chapter 3. The deed by which Quinn purchased Te Weiti in 1878 did not mention an urupa as part of the land or being excluded from the sale.³²⁵ This was 'usual practice' concerning other urupa in the Whitianga area. Maori may have refrained from identifying sacred sites in an attempt to protect them against desecration.

5.1.3 Wharekaho

A third wahi tapu mentioned in the claim is in the sand dunes at Wharekaho beach. According to Barbara Francis, her uncle reburied exposed bones from elsewhere in the district in this urupa. Her grandmother forbade her and other children to play there. It was also the likely burial site for the Ngati Hei killed by Ngati Tamatera around 1800.³²⁶ The land was part of the beach and was sold some time in the late 1950s.³²⁷ Subsequently, developers bulldozed the dunes to create a drain for a nearby swamp and as preparatory work to make

³²² Conversation with the claimant, 19 January 2001

³²³ Te Weiti block, Hauraki Native Land Court, Minute Book 6, 6 October 1870, fol 264

³²⁴ ML 2043A, LINZ Hamilton

³²⁵ See 'Te Weiti 4' in chapter 3.

³²⁶ Conversation with Barbara Francis, 16 November, 2000

the Tohetea stream flow along a boundary to the sea.³²⁸ According to Barbara Francis, this bulldozing work desecrated the urupa.³²⁹ Peter Johnston, the Wai 110 (Ngati Hei) claimant, said the desecration of this urupa was a sensitive issue. It is also part of the Ngati Hei claim and is marked for discussions with the Crown.³³⁰

5.1.4 Toumuia

The other wahi tapu near Whitianga township was a small hill containing many small holes and caves called Toumuia. After the attack by Nga Puhi on Ngati Whanaunga in 1818, the Ngati Whanaunga slain were placed in the holes and caves.³³¹ This hill is now included in a Thames Coromandel District Council esplanade reserve. It is not marked as a wahi tapu, however, and the public can freely access the hill. Toumuia is not listed in the Wai 705 claim.

5.2 Conclusion (Wahi tapu)

The question of wahi tapu protection is complex. As mentioned above, in the Te Weiti succession hearing in 1883, Peneamene Tanui claimed that his uncle's share of Te Weiti had never been sold. Although the Native Land Court disagreed with his claim, counsel for the company, Mr E Dufaur, related that Peneamene had explained to him on a previous occasion that the Te Weiti owners had 'never sold the little points he called wahi tapu.' Dufaur's response was that the whole of the land had been sold and that the time for rehearing was long past. Although there was no evidence on the deed of the exclusion of wahi tapu from the sale, this does not mean there was not a verbal understanding between owners and purchaser. The sawmill company readily admitted in another rehearing around the same time, for example, that when it had bought a neighbouring block, Whakau, it had agreed to a reserve of 50 (or 100) acres, yet this was not included in the deed.

³²⁷ Conversation with Barbara Francis, 16 November 2000. The alienation history of Wharekaho beach is not part of this report so who sold and when is not known to the author.

³²⁸ Name indecipherable; report on Kuaotunu 6C2A1 and 6C2B3A, May 1969. 6900/339, Kuaotunu 6 and 7 blocks, Vol 1, Dept of Survey and Land Information, Hamilton

³²⁹ Conversation with Barbara Francis, 16 November, 2000

³³⁰ Conversation with Peter Tiki Johnston, 13 March 2001

³³¹ See chapter 2 – 'Inter-hapu relations'

Whitianga Maori probably did not anticipate the loss of control and destruction of their wahi tapu upon the sale of their land. Maori may have expected that Huke Huke and other urupa would be respected and protected. They continued to exercise rights over wahi tapu regardless of who transgressed or where it was situated. An early European settler in Whitianga gave an interesting account of 'tapu' ground. According to the settler, a man who had strayed onto tapu ground had his boat taken off him and destroyed. He believed that 'no one dared interfere because there were too many of them' (Maori). Another story told of horses wandering onto tapu ground near Guntown (south Whitianga district) and being 'promptly shot'.³³² These accounts show that Maori actively protected their wahi tapu and also that they felt capable and justified in doing so. This practice of active protection may explain why Maori excluded references to wahi tapu from deeds of transfer. They would have assumed they would continue the role of policing and enforcing their tapu nature.

Such practices were clearly threatened following settler encroachment as early as 1883. The timing of the shifting of the mill to next to or on top of Huke Huke coincides with Peneamene Tanui's claim to an unsold portion of Te Weiti and his conversation with Dufaur about wahi tapu. There were other threats from 'visiting curio seekers' as Lee mentioned, when the European population of Whitianga increased. When Te Rapupo Maori realised that Huke Huke was threatened in 1883 they sought a rehearing in an effort to protect it. Peneamene Tanui told the sawmill company's counsel, Dufaur, that Maori vendors had not sold the wahi tapu. The Native Land Court decision, based on an unqualified deed, that 'all of the land had been sold' clearly denied Maori protection regarding their wahi tapu.

Other records of wahi tapu desecration include a farmer who, when ploughing land around Toumuia, regularly uncovered bones which he deposited in a nearby cemetery.³³³ A farmer turned a cave at Toumuia hill into a silage pit in the twentieth century.³³⁴ Finally, the non-notification and easy public access to Toumuia hill points to the need for protection of wahi tapu today.

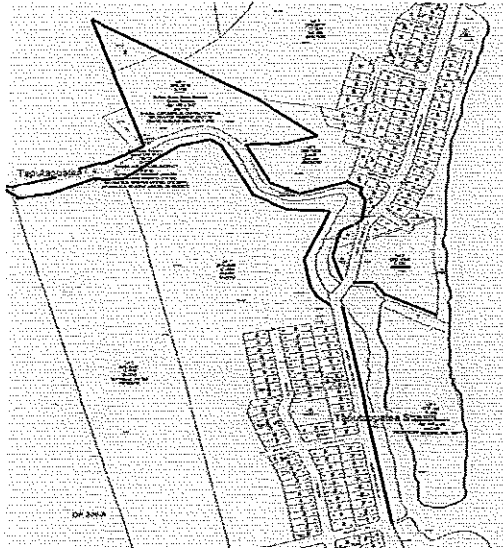
³³² O Lee, 82, 'Reminiscences', p 5

³³³ Bithell, *A Guide to the History of Whitianga*, p 38

³³⁴ Bithell, *A Guide to the History of Whitianga*, pp 38-9

5.3 Public Recreation Reserves

5.3.1 Taputapuatea Reserve



Buffalo beach and Taputapuatea stream and reserve

Source: TerraView, 1997

The Thames Coromandel District Council owns the above reserve, named the Buffalo Beach Scenic Reserve. It is shown on the map above. Barbara Francis refers to this as the Taputapuatea reserve in the Wai 705 claim.

Taputapuatea is the stream in the middle of Buffalo beach. The stream formed the northern boundary of the Te Weiti 1 block (figure 2). Taputapuatea was also the name of Kupe's temple at Opoa on the Island of Ra'iatea in the Tahitian archipelago. The Taputapuatea name has been cited by Peter Tiki Johnston as an indication of the antiquity of Maori settlement in the Whitianga area.³³⁵

According to Peter Johnston, there was an ancient pa site near where the Taputapuatea stream used to flow out onto Buffalo beach. This was probably on the headland a little north of the stream. Louise Furey does not identify this site in her archaeological report on the Ngati Hei claim. Neither does the Department of Conservation list the site in its archaeological location

³³⁵ Johnston, 'Ngati Hei Mana Whenua Report', p 12

guide. The guide does mention shell middens nearby.³³⁶ A natural hot water spring near Taputapuatea stream appeared in a 1905 to 1907 government survey of the district.³³⁷

The pa was probably situated on the Arerowhero block, on the north side of the stream (figure 3).³³⁸ The Native Land Court determined Maihi Te Hinaki (claiming as Ngati Koheru) and Enoka Puia (claiming as Ngati Hei) as the owners of the Arerowhero in 1869.³³⁹ Meikle bought the 313 acre block for the Mercury Bay Sawmill Company in 1873 for £80.³⁴⁰ The block contained some kauri but, owing to the timing of the purchase, Meikle probably bought it to gain control of the stream as the Timber Floating Act was passed that year.³⁴¹ The company milled the more extensive kauri forest on the blocks further inland and floated the logs down the Taputapuatea stream (which Europeans called Mother Brown's stream) to Buffalo beach and the mill.³⁴²

5.3.2 Te Kahuri Whenua Reserve

Te Kahuri Whenua Reserve, an area of slightly over half an acre, is located in the middle of Wharekaho beach. The claimant believes a portion of the reserve was Maori land that was incorrectly taken when the reserve was created and then extended from 1938 to 1952.

The original boundary between the Kaokaotunoa block and the Simpson purchase to the north was a small stream.³⁴³ In 1938, a beach access road was taken from the Kaokaotunoa block under the Public Works Act 1928. The road ran along the northern boundary. At that time, Mrs C P Davis, a relative of Barbara Francis', questioned the taking of the land for a road.³⁴⁴

³³⁶ Site number N44/36, DOC report to Dept. of Justice, 17 May 1995, held in claimant notes.

³³⁷ Bielby, 'Historical Notes', p 7. The route of the present stream upon leaving the headland and traversing the dunes appears to have altered since the survey in 1905-7

³³⁸ Peter Johnston, conversation with the author, 13 March 2001.

³³⁹ Arerowhero. Coromandel Native Land Court, minute book 1, 29 March, 1869, fols 119-120

³⁴⁰ Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 4

³⁴¹ The Company bought the Whakau block the same year for a similar reason. See 'Whakau' section in chapter 3.

³⁴² Riddle, *Salt Spray and Sawdust*, p 57

³⁴³ DPS 1496, LINZ, Hamilton

³⁴⁴ J H Lucas, County Clerk, to Mrs C P Davis, 7 November 1938. File 8/3/127-1-SHN, Dept of Land and Survey Information, Hamilton

A plan made in 1952 shows a larger area than the original 'road access' reserve with the stream passing through the middle of the enlarged area. The road shown on this plan is not adjacent to the stream, but a little to the south.³⁴⁵ Mrs Pat McDonald, a member of Ngati Hei, made inquiries about this issue to Lands and Survey Auckland in 1988. She has stated that there was no satisfactory outcome of these inquiries. The file records a note on the inquiry saying 'answered verbally by Mr Prentice'.³⁴⁶ According to Mrs McDonald, the reserve is included as part of the Ngati Hei (Wai 110) claim and was included in Peter Tiki Johnston's 'Brief of Evidence' placed before the Tribunal in August 2000.³⁴⁷ Further research would need to be done to investigate this issue.³⁴⁸

5.4 The Hospital and the School

The Wai 705 statement of claim alleges that the Mercury Bay Sawmill Company illegally sold a five acre portion of the Te Weiti and Whakau blocks to the Education Board in 1884 for a school site while the land was only under lease. It further alleges that six acres of the Te Weiti 1 block 'were taken' for a hospital site in 1887 again while under lease.

Matthew Russell has already written on these matters. He found that the Mercury Bay Sawmill Company had indeed sold both pieces of land. One five acre block to the Education Board in 1884 and a six acre piece to the Mercury Bay Hospital and Charitable Aid Board in 1887. He also found that a small portion of the five acres of the school site and the whole six acres of the hospital site are now included in the Hauraki regional land bank.³⁴⁹ He did not find, however, that the company sold the land while under lease. Instead, he found documents that indicate that the company had bought the land and consolidated their title to Te Weiti 1 and Whakau under a different Certificate of Title, CT 41/297.³⁵⁰ The claimants dispute these sales and the paper record for a number of reasons, including the absence of the deed of

³⁴⁵ DPS 1958 (frame 4), LINZ, Hamilton.

³⁴⁶ Pat McDonald to D B Prentice, 10 May 1988. File 8/3/127-1-SHN, Dept of Land and Survey Information, Hamilton

³⁴⁷ Conversation with Pat McDonald, 6 March, 2001

³⁴⁸ Neither the reserves nor the wahi tapu are included in the commission for this report. Peter Johnston, 'Brief of Evidence', August 2000 (Wai 686, N1).

³⁴⁹ Russell, p 5 (Appendix)

³⁵⁰ Russell p 5 (Appendix 3). See also chapter 3, Te Weiti and Whakau sections

purchase to Te Weiti 1. They may be able to bring this evidence before the Tribunal. The alienation of Te Weiti and Whakau blocks is included in the block histories in chapter 3.

The issue of Maori education at Whitianga was nevertheless pertinent in the nineteenth century. Provisions for Maori education were absent from Mercury Bay, in keeping with the Crown's general neglect of Maori in the area. Puckey, the Native Agent for the district wrote to the Government in 1874 'I beg to submit that out of the extensive land purchases that have been made and which are about to be made in the peninsula, suitable reserves for Native schools be set apart.'³⁵¹

His appeal fell on deaf ears. There was no native school in Mercury Bay during the nineteenth century. The nearest native school was in Manaia, 3 days journey over the mountains, which was established in 1898, long after Te Rapupo had lost their lands.³⁵² Puckey, who was involved in purchasing Maori land in the Coromandel district, may have seen schooling as part of the purchase deal.

5.5 The Compulsory Acquisition of Puahape 1

Among the issues highlighted as needing further research by the Russell scoping report is the taking of Puahape 1 block for a school in 1954 (figure 4). Specifically, Russell poses the questions of whether the owners were properly notified and whether compensation for the acquisition was adequate.

As discussed above in chapter 3, the Native Land Court investigated Puahape, a 28 acre block in Whitianga township, in 1866. It ordered a grant in favour of nine owners mainly from Te Rapupo hapu. Two years later, the owners sold to a settler, John Middlemass. However, one of the owners died before he had signed the deed, and the sale was never completed. In the ensuing years, the Native Land Court ordered various successions to this interest including Maihi Te Kapua and Keremeti Maihi.³⁵³

³⁵¹ Puckey to Under Secretary, Native Dept., 1874. AJHR, 1874, G-2, p 5

³⁵² For record of Native schools see NZ Census 1901, (chapter 2) and for evidence of Manaia Native School see *Coromandel County News*, 11 and 14 March, 1898, Mercury Bay District Museum.

³⁵³ Coromandel Native Land Court, Minute Book 3, 1877, fol 3-4

In 1877, Maihi Te Kapua applied to the Native Land Court to have his brother Keremeti Maihi's name erased from the succession order. Te Kapua stated that his father had sold his portion to Middlemass and had received the money, but had died before he could sign the deed. Te Kapua admitted this fact had not been mentioned at the time of the succession hearing but claimed he was anxious to complete the purchase. This was difficult as Keremeti was away at the Kaipara. The judge referred the matter to Chief Judge Fenton but the matter was clearly not resolved.³⁵⁴ In 1883 'Rangi Hinaki' made a similar request to the Native Land Court. He also applied to the court to succeed to his father's interest in Puahape. Rangi claimed to be making the application 'in order that I may be enabled to complete the purchase made by John Middlemass of the block in about 1868.' Rangi maintained that Middlemass had paid his father as well as the other grantees, but his father had died before the deed was produced for his signature. The application was marked 'dismissed'.³⁵⁵

Finally, in 1889, John Middlemass himself, whose mother was Maori, applied to the Native Land Court for partition. He was awarded 24 acres 3 roods to be called Puahape 2 while the remaining 1 acre 1 rood and 8 perches, 'Puahape 1', was partitioned out for Keremeti Maihi.³⁵⁶

Puahape 1 sat unused and probably unknown to its owners for 60 odd years. In the 1950s, the farmer, Hamilton, who owned the adjoining block, believed he owned Puahape 1 as well. It was not until the Education Department began looking for a school site in 1953 and made inquiries as to who owned Puahape, that Hamilton learnt he did not own the whole area. He had been farming and paying the rates on both blocks for 20 years.³⁵⁷

Subsequent to the Education Department inquiries, the District Commissioner of Works wrote to the Maori Land Court in Hamilton requesting the address of Keremeti Maihi or his successors. The court replied that there were 11 successors to either 1/7 or 1/21 shares as of

³⁵⁴ Coromandel Native Land Court, Minute Book 3, 6 Dec 1877, fols 37-8

³⁵⁵ Puahape, BOF, C214, Maori Land Court, Hamilton.

³⁵⁶ Order Native Land Court, 31 Oct 1889, Puahape BOF, C214, Maori Land Court, Hamilton. The missing two acres was perhaps taken for a road, which appears on the plan, but there is no reference to it in the sources.

³⁵⁷ Ministry of Works, Hamilton to District Commissioner of Works, 28/10/53. Public Works Head Office file, AAQU 31/1633, (Accession 3428), National Archives, Wellington

an order of the court dated 28 March 1928.³⁵⁸ The Maori Land Court only held addresses for five of the owners, none of whom lived in Whitianga. The Education Department attempted to contact those owners. Only three responded, all agreeing to the sale.

As all the owners were not contacted, it was necessary to take the land by proclamation.³⁵⁹ To avoid taking the matter to Cabinet, the Department of Maori Affairs was required to declare it had no objections to the acquisition, and once this was established,³⁶⁰ a notice declaring the intention to take Puahape 1 was placed in the Whitianga Post Office for 40 days.³⁶¹ The intention to take the land also appeared in the *New Zealand Gazette*.³⁶² These were minimum notification procedures for the compulsory acquisition of land under the Public Works Act 1928. As no objections appeared, the proclamation was published in the *New Zealand Gazette* on 10 February 1955 to take effect four days later.³⁶³

On 19 May 1955, Aherata Waata, a shareholder with a one seventh share in Puahape 1, wrote to the Minister of Public Works, in Maori. She stated 'I want this land' and requested the Minister provide more details.³⁶⁴ The Commissioner of Works, Hanson, replied that the Minister had directed him to say that the Government notified its intention to take Puahape 1 in May 1954 and, as no objections were received, it proclaimed the acquisition in February 1955. He went on to say that an application to have compensation assessed by the Maori Land Court would be heard and 'no doubt you will arrange to be represented at the hearing.'³⁶⁵

The Maori Land Court advertised the compensation hearing in the *Waikato-Maniopototo Panui* and also in the *Thames Panui*.³⁶⁶ One of the Auckland owners requested the hearing be held in Auckland 'because most of the probable successors to (Keremeti Maihi) live about

³⁵⁸ Puahape BOF, Maori Land Court, Hamilton.

³⁵⁹ Ministry of Works Hamilton to District Commissioner of Works, 28/10/53. AAQU 31/1633, National Archives, Wellington

³⁶⁰ District Officer to Head Office, Dept. of Maori Affairs, 11/12/53 (H/O file 21/4A). Puahape BOF, Maori Land Court, Hamilton.

³⁶¹ See Cooke to Chief Surveyor, 30/4/54. BAOB/1542/772B, National Archives, Auckland.

³⁶² *NZ Gazette*, 18 March 1954, p 416

³⁶³ *NZ Gazette*, 10 Feb 1955, p 202

³⁶⁴ A Waata to Minister Public Works, 19 May 1955. AAQU, 31/1633, National Archives, Wellington. Translation included in file.

³⁶⁵ Hanson to Waata, 1 July 1955, AAQU, 31/1633, National Archives, Wellington

³⁶⁶ Puahape BOF, Maori Land Court, Hamilton.

Auckland'.³⁶⁷ The court turned down this request and the hearing took place in Thames on 6 December 1955 with Judge Prichard presiding.

Aherata Waata, who had written the letter to the Minister, was represented by counsel, Mr Purnell, and the Ministry of Works by its counsel, Mr Walton. There were no other owners present at the hearing. Hamilton, the farmer who sold the 14 acres for the rest of the school site, had settled for £2800 (roughly £190 an acre). Walton produced a special valuation for Puahape 1 at £290. He suggested that as Hamilton had been given an increase of 12 percent (from the special valuation of his portion at £2500) the same should be done for the Maori owned portion, giving a sum of £330 (about £250 per acre). Purnell (Aherata's counsel) agreed. He thought that was a very good price as the land was 'not suitable for building' and had 'no seaside value.'³⁶⁸ After some legal wrangling between the court, the Maori Trustee and the Ministry of Works about costs and commissions, the eventual amount distributed to owners, through the Maori Trustee's office, was £330.³⁶⁹



Puahape 1 today – part of Mercury Bay High School

³⁶⁷ P Rukutai (?) to Native Land Court, Thames, 27 Feb 1953. Puahape BOF, Maori Land Court Hamilton.

³⁶⁸ Extract from Waikato–Maniopototo Minute Book 2, fol 184, 6 Dec 1955. Held in Puahape BOF, Maori Land Court, Hamilton.

³⁶⁹ AAQA, 31/1633, National Archives, Wellington.

5.6 Conclusion (Compulsory Acquisition)

From the above, the issues raised by the Russell scoping report can be addressed. As to whether the compensation was sufficient, the answer appears to be 'yes', in comparison with land values at the time. As to whether the owners were properly notified, the answer is no. Although the Crown followed the legal procedures required under the Public Works Act 1928, the question is really whether these procedures were adequate to protect Maori owners' Treaty rights in maintaining their turangawaewae (home lands). In truth only three out of eleven owners were aware of the sale, let alone being owners of the last piece of Te Rapupo land in Whitianga. Had all owners been contacted, they may well have objected to the taking of Puahape 1.

The taking of Puahape 1 raises a number of other issues concerning the fate of Maori land under the European legal system. First, and most obvious, is the problem of fragmentation. One seventh of one acre is an uneconomic and unproductive unit. As such, owners tended to sell. Puahape 1 was a small and uneconomic block for its 11 owners. The compensation was generous, yet the process which had allowed Maori land to fragment to this extent is really the issue. The case of Puahape 1 parallels that of Te Weiti 4 in chapter 3. Native Land Court succession orders resulted in six people each owning three acres of Te Weiti 4. Such uneconomic lots increased the chances of a sale.³⁷⁰

The Maori owner, Aherata, who responded that as a descendant of Keremeti Maihi, she would be interested in the land, received instead about £47. Others of Keremeti's descendants received even less (£14) and perhaps others, whose address was unknown, nothing. No owners were offered land elsewhere, nor was it considered that all the descendants be awarded other land in the area. The Minister of Works explained the acquisition of land to Aherata as a *fait accompli*. Aherata wanted the land. The Crown had a Treaty obligation to ensure that Maori retained land they wished to retain. As a descendent of a rangatira whanau no longer resident on their own lands, Aherata had important rights. The Maori tribal principle of 'ahi ka', keeping the fires alive on the land, was important. Instead, as was

³⁷⁰ See chapter 3, 'Te Weiti 4'.

historically the case, Maori land was traded for cash – a poor substitute when divided among the many descendants.

Another issue is the nature of the partition itself. Puhape was originally on the harbour shore. The block eventually awarded to Keremeti Maihi has no harbour frontage. Although it would have been ridiculous to divide the block in such a way as to have a 1/18 acre strip from the harbour to the back of the block, some consideration should have been given to the value of land in different parts of the block. That this was not done is probably due to no Maori with interests in the block being present at the time of partition in 1889.³⁷¹ As such, John Middlemass received the entire harbour frontage and Keremeti Maihi a one acre square at the back northwest corner.

³⁷¹ Coromandel Native Land Court, Minute Book 4, 31 October 1889, fol 297–8

6 Chapter 6: CONCLUSION

The central finding of this research is that the blocks listed in the wai 705 claim belonged to a hapu called Te Rapupo which became virtually landless by the late nineteenth century. A number of factors contributed to the hapu losing their land. The Crown's responsibility under the Treaty, particularly its obligation to prevent Maori impoverishment from colonisation, is discussed below.

The loss of Te Rapupo land is linked to the economic and social decline of Maori generally in the district. Land alienation facilitated the growth of the extractive industries of timber and flax. To a certain extent, Whitianga Maori (including Te Rapupo no doubt) did find employment in these extractive industries but these sources of income ended around the turn of the century. In any case, Maori lacked the necessary skills to participate in the increasingly mechanised and specialised milling industries other than as unskilled labourers. As regards agriculture, a core Te Rapupo activity in the 1850s and 1860s, they produced a surplus and traded it. Following the advent of Crown purchases, however, agriculture declined. The almost complete loss of land meant farming could not really be revived when the money from sales had run out. Te Rapupo disappeared as a distinct Maori community. They fought among themselves and their traditional relationships and settlements broke up. To what extent the Crown was responsible for the above loss of land and consequent breakdown of community is discussed below.

According to the Wai 705 statement of claim, 'there is no evidence of the reserves which by law should have been set aside after division of the blocks'.³⁷² The contention that reserves were required by law is not strictly speaking accurate. However, the principle of sufficient land for present and future needs was an important Treaty principle. It was explicit in Normanby's 1839 instructions to Hobson. Normanby wrote that Hobson should prevent Maori from becoming 'the authors of injuries to themselves' by alienating land which 'would be essential, or highly conducive to their own comfort safety or subsistence.'³⁷³ The Native

³⁷² Barbara Francis, Wai 705 Statement of Claim, Appendix 1, p 2

³⁷³ Quoted in J Murray, *Crown Policy on Maori Reserved Lands*, Waitangi Tribunal, Rangahaua Whanui series, 1997, p 3

Land Acts (1865-73), however, did not specify that reserves should be created for Maori when alienating land. Nevertheless, the need to ensure Maori retained sufficient land became apparent to the colonial government in the 1860s. Henry Sewell, Minister of Justice, discussed the motives for establishing the Trust Commissioner in 1870. He highlighted the need to ensure that Maori did not alienate all of their land and should retain sufficient to sustain themselves and prevent their becoming pauperised, which would then lead to 'brigandage.'³⁷⁴

Chapter 3 of this report outlines the loss of nearly all Te Rapupo land essentially over a twenty year period from 1862 to 1883. Residual blocks after 1883 included Hopetui (26 acres) and Aioroa (7 acres) but they were clearly not sufficient to sustain the hapu economically.³⁷⁵ Some members of Te Rapupo held on to partial shares or small partitions, but again, the acreage they retained was insignificant. Others, such as Peneamene Tanui and Hera Puna, who married the Ngati Whanaunga chief Ngakapa Whanaunga, had access to other land. Others, such as the Kingi family and Pumipi Pararewa, did not. A search of the Maori Land Court database does not bring up other Te Rapupo lands in the Hauraki district.

Crown agents did not satisfactorily inquire as to sufficiency of land held by Te Rapupo vendors. The Trust Commissioner for Mercury Bay was officially Theodore Haultain, who lived in Auckland. Haultain employed the Native Agent in Thames, Puckey, to inquire whether Coromandel Maori had sufficient land. Puckey, however, claimed Mercury Bay was too difficult to reach, so Haultain deputised a Justice of the Peace in Mercury Bay to perform this task.³⁷⁶ Mercury Bay settlers often acted as witnesses and translators on land deeds. Thus, European settlers authorised purchases for their neighbours and colleagues in Whitianga. Settlers were under no obligation to ensure Maori were not the 'authors of injuries to themselves' and had their own families' well being to consider. Similarly, the sawmill company, the major private purchaser of land after 1870, was the lifeblood of the town. It is reasonable to assume settlers would have placed milling interests above those of

³⁷⁴ Quoted in Alexander, 'The Activities of the Trust Commissioner', p 318

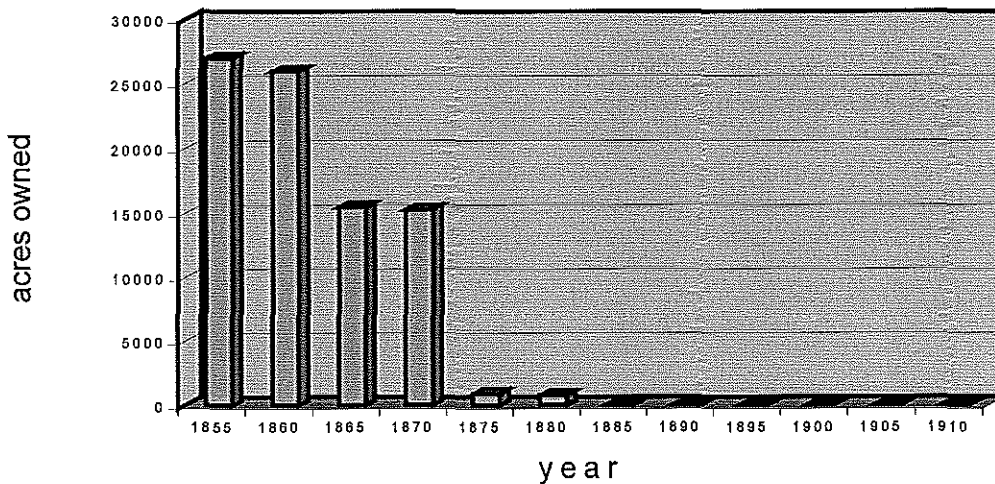
³⁷⁵ Te Ana was a small hilly point opposite Toumuia where Te Rapupo had a pa. This research has not found any reference to Te Rapupo living there after the Nga Puhi attack of 1818. Te Ana may have been included in the Mercury Bay Sawmill Company purchase of Kaimarama in 1874. The title hearings to Hopetui and Aioroa are discussed in chapter 4. The alienation history of these blocks and also Whangamaroro (54 acres) has not been researched. Nevertheless, they are not now owned by Maori.

Maori. Thus, in the absence of true Crown agents, Maori had no real checks on alienation in Whitianga.

The Native Land Court was the main contact Mercury Bay Maori had with officialdom. The court sat at Mercury Bay, Kapanga (Coromandel) and Shortland (Thames) from 1866 to 1900. During the hearings discussed in this report, the Native Land Court inquired as to whether Maori alienating land 'had sufficient land elsewhere.' Maori wishing to sell land often stated: 'I have plenty of other land' or similar, a phrase which also appeared on letters to the Trust Commissioner. However, the court did not appear to investigate the truth of these assertions at any time. Nor did the court or the Trust Commissioner keep records of blocks owned by Maori versus blocks purchased, and the numbers of Maori being supported by those selling land. The Trust Commissioner relied on signed statements from Maori that they had other land. As Maori obviously wanted or needed to sell the land, such statements were little more than a meaningless formality.

In the early nineteenth century, Whitianga Maori certainly had 'plenty of other land.' As purchases continued, however, the phrase became less and less true. The table below charts the loss of land around Whitianga by Te Rapupo.

Te Rapupo Land Loss



³⁷⁶ Alexander, 'The Activities of the Trust Commissioner' p 324

The above graph shows that, by 1875, nearly all of Te Rapupo's land in Whitianga had been alienated.³⁷⁷ The Crown purchased the major share (about 85 percent), followed by the Mercury Bay Sawmill Company or its agents. Of the residue, most went to storekeepers, raising questions of land selling to reduce debt. As discussed above, debt was common among Mercury Bay Maori.³⁷⁸

In his speech supporting the need for a Trust Commissioner, Sewell also raised what he called the 'abuse' by Maori grantees of 'trusts' which were supposedly created under the Native Land Acts. According to Sewell, when the Native Land Court placed ten or fewer people on grants, they were considered 'representatives' of the whole hapu or group, to act as trustees over the lands named in the grant.³⁷⁹ This fiduciary role, however, was not at all obligatory or even highlighted in either the legislation or the working of the Native Land Court. Sewell argued that the Trust Commissioner would determine if lands held 'in trust' could be alienated. In practice, however, the Trust Commissioner had no such role. Unless the Native Land Court specifically stated that the grantees were trustees (which did not happen in Whitianga) the Trust Commissioner did not view them as such.³⁸⁰

The Native Land Court did not indicate to Te Rapupo hapu members that they were to act as trustees for the whole hapu at title hearings. Certainly, Maori generally had an expectation that named owners would act as trustees for the larger group, but in practice, there was little support for this in the legislation or from the court. Also, as shown in chapter 4, the money Maori received from land transactions was insufficient to sustain the hapu, so the fiduciary capacity of leaders/grantees was placed under stress.

The investigations into title for Whitianga land were initially remarkable for the lack of dispute and the seeming equanimity among the various groups and individuals. Although members of Te Rapupo hapu initially argued about title to certain parts of the 6500 acre Te

³⁷⁷ The graph does not include land owned by Peneamene Tanui and perhaps others outside the Te Rapupo area. It also does not include Native Land Court awards at Whangamaroro, Hopetui and Aioroa, together totalling 80 acres, as their alienation history has not been researched. In some cases, with the pre-Native Land Court Crown purchases, Te Rapupo's ownership is shown as a proportion of the land as indicated by names on the deed.

³⁷⁸ See for example Kuaotunu Whenuakite case Alexander, *The Hauraki Tribal Lands*, v 8 part 2, pp 16-20. Also Te Weiti section in chapter 3

³⁷⁹ Alexander, 'The Activities of the Trust Commissioner' p 318

³⁸⁰ Alexander, 'The Activities of the Trust Commissioner', p 317

Weiti block, a year later all parties returned to the court seeking a rehearing in which they agreed to consolidate the whole block into one title with ten owners.³⁸¹ In the majority of early title hearings, the hapu had obviously agreed on the owners' list for the block prior to the court case. Such agreement indicates hapu members working reasonably well together and making communal decisions.

Similarly, Te Rapupo leaders demonstrated the trustee principle. The two chiefs Maka Puhata and Maihi Te Hinaki both indicated on occasion that they did not want their names on the grant as they were represented by others. The placing of one name on a grant also points to that person acting as a trustee for the whole hapu. As the hapu land reduced, however, the trust principle began to break down. The hearings for Aioroa and Hopetui, discussed in chapter 4, showed this breakdown. Hapu members competed among themselves for title to small blocks. Witnesses gave evidence that grantees had sold land without community consent and that chiefs had not provided for those not listed on grants. Later, as an ultimate indication of the breakdown in community, Maori settlements disbanded.

There is also the issue of what happened to the money from sales, and whether this sum was sufficient to support Te Rapupo. The summary table of alienations and associated 'calculations' in chapter 4 shows that the money Te Rapupo received from sales and leases would not support them through even one generation. Although Maori sold land for a variety of reasons, it is useful here to indicate just how little they actually received for their hapu endowment estates. Mackay, Crown purchase officer for Mercury Bay in the 1870s, recommended that Maori be encouraged to invest money from transactions or that this money be paid in instalments by the Crown. There is no evidence of this occurring in deeds or other records. Maori spent their money in traditional pursuits such as lavish funerals and fell into debt regularly and easily.

It needs to be remembered that much more than cash was required for Te Rapupo to participate as investors in a cash economy. Maori had no experience or skills, and perhaps little inclination. Social pressures on the beneficiaries of purchases may have meant the money dissipated quickly or was spent in generous or extravagant ways. The two main

³⁸¹ The land was granted 'without restrictions, which Alexander comments 'was a clear indication of an

industries in Whitianga – timber and flax milling eventually involved technology that was ‘out of the range’ of Maori finances. A significant proportion of sale proceeds went in stamp duty on all transactions³⁸², survey costs and court fees. Te Rapupo received very little in return for the taxes they paid. There was no school and the Native Agent did little but rubber stamp deeds and occasionally count them. Mackay’s intention to reserve areas for Maori use from his purchases and to encourage Maori investment and other money management ideas did not eventuate.³⁸³

The Crown played a large role in the above loss of land and breakdown of Te Rapupo’s social relations. Despite Sewell’s comments about the need to ensure a sufficiency of land for Maori, there was an antipathy by the Crown to Maori owning large areas of ‘waste land’ or obtaining wealth through owning land. The Crown purchased the major portion of Te Rapupo land, and despite recommendations or proposals by the purchase agent, made no provision to ensure the funds received were distributed or used wisely. Furthermore, the Crown did not ensure reserves for Maori were created during large purchases. The small size of Maori communities and their, and the European settlers’ belief, that they had ‘plenty of land’ is a mitigating factor. Perhaps also, the size of each individual Crown purchase, compared to other Crown purchases, did not seem large. Nevertheless, Crown agents such as Heaphy and Mackay both recognised impending Maori landlessness in Mercury Bay and recommended Government take steps to prevent it. The absence of any Crown investigation into the extent of Mercury Bay hapu land and the numbers that needed to be supported makes a mockery of Mackay’s intentions and Heaphy’s role as Commissioner of Native Reserves.

The question arises as to how Te Rapupo lost so much of their land so quickly. Some reasons have been discussed above – uhunga expenses, debt, the seduction of earning a living by selling land compared to labour intensive and more traditional industrial pursuits. Maori may not have realised the impact the sales would have on their lifestyle. The impact of landlessness was often delayed. Maori did not immediately, upon signing a deed, lose access to, or even use of, the land. Often the land lay fallow or unused for many years, waiting for

intention to sell’. Alexander, *The Hauraki Tribal Lands*, v 8 part 2, p 63

³⁸² Ten percent. See Evelyn Stokes, *A Review of the Evidence in the Muriwhenua Lands Claim*, Waitangi Tribunal review series 1997, No 1, p 573

³⁸³ See ‘Crown purchases’, chapter 3

one last share to be sold or a minor to reach the age of consent, as happened with Te Weiti, Whakau, Wharetangata and other blocks in the district. Maori could have perceived purchases as having little effect upon the land or their use of it. Similarly, the pre-Treaty timber industry had already contributed to the idea that land could be sold or leased and then regained, that Europeans would pay one group, then another, and so on, and that 'selling land to Europeans' was a good source of income.³⁸⁴ That most of the land was purchased by the Crown in the 1860s and early 1870s serves to underline this point. The sellers died and it was the next generation who really suffered from landlessness.

True too, for a period, was that Maori continued to exercise rights over land whether they had sold it or not. Browne wrote in 1835, 'the tenure is precarious' and Maori were just as likely to cancel or withdraw sales if they so desired.'³⁸⁵ Maori retained their own view of 'sales' and continued to exercise traditional rights over land during the Native Land Court period also. Maori punished Europeans who broke tapu. Maori allegedly also set fire to flax, in a clear indication of what they believed was a justifiable response over 'their' resource, although under the European contract, they no longer owned the flax. Similarly Maori prospected for gold and for gum on many other blocks 'illegally'.³⁸⁶ Maihi Te Hinaki turned up uninvited every Sunday for a free lunch at the mill dining hall, dressed in top hat and tails. Viewed as a tolerable amusement by local settlers, he nevertheless was operating on traditional beliefs of reciprocity and an ongoing relationship set up by land transactions.³⁸⁷ Te Rapupo complained that they had not sold their 'wahi tapu'. Peneamene Tanui complained that Maori 'had not intended to sell' the wahi tapu, but had not considered making such caveats on the original deed. Similarly, Maori expected the sawmill company to honour its verbal promise of the Waitotara reserve within the Whakau block and had not considered translating this promise into a 'legal' agreement. All these instances demonstrate a Maori view of land transactions that did not fit with European legal definitions and expectations of a contractual arrangement.

³⁸⁴ See for example Walzl, 'Summary of the Evidence of Tony Walzl, Ngati Hei Overview report', 2000, p 2 for a deed where Browne bought 'the whole of Mercury Bay', and Anderson, *The Crown, The Treaty and the Hauraki Tribes*, Appendix II, for sales of the same land to the Crown.

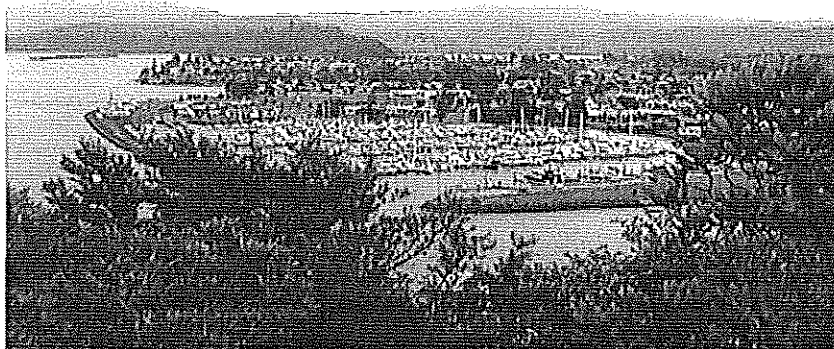
³⁸⁵ Walzl, 'Summary of the Evidence of Tony Walzl, Ngati Hei Overview report', p 2

³⁸⁶ *Coromandel County News*, March 4, 1898, Mercury Bay District Museum

³⁸⁷ O Lee, 'Early Whitianga', p 1 and A Lee, *Whitianga*, p 54

Furthermore, there were many examples of Whitianga Maori inexperience in the Native Land Court. Te Rapupo hapu members signed deeds of sale when they were not on the Crown grant. They applied to succeed to shares which had been sold.³⁸⁸ They were surprised at the high price of surveying, even though they were aware of the price per acre (but perhaps not how many acres were in a square mile). They often did not have legal counsel and when they did, it was expensive. Their voices were not heard so clearly by the court recorder, and the court demanded strict adherence to the letter of the law when hearing cases. Legal inexperience no doubt contributed to Maori loss of control over land that occurred in the late nineteenth century in Whitianga.³⁸⁹

As such, it is evident that Maori were in some ways the 'unintentional authors of injuries to themselves'. They had expected deeds of sale to bring them Europeans, wealth and prosperity. Their understanding of transactions was significantly different from European legal expectations. Nevertheless, it was the strictly legal interpretation that the Native Land Court adhered to when investigating Maori complaints, despite its role to be guided by 'Native Custom and Usage'. The land deals brought Te Rapupo a brief moment of prosperity, which quickly evaporated as the money was spent. In any case, the sums were not equal to the true value of the land or trees as an endowment for future generations. Furthermore, Te Rapupo had no inexperience as investors in the new economy and lacked skills to participate as workers in the new industries.



Inner Whitianga harbour, looking south from the ancient pa site at Whitianga Rock

³⁸⁸ Such actions also show Maori having traditional ideas of communal ownership, whatever the deed might say. It could also be that Maori were trying to regain land that had been lost

³⁸⁹ See chapter 3, in particular Te Weiti block and Whakau.

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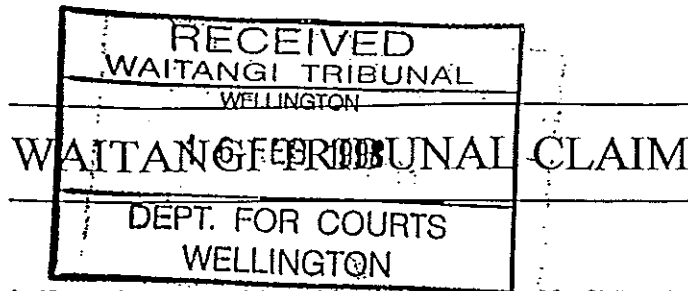
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8 Appendixes

1. Wai 705 Statement of Claim
2. Wai 705 Commission
3. Russell, M. 'Flax Fires and Timber Mills', a scoping report for the Wai 705 claim
4. Title holders/grantees of Wai 705 blocks and known relationships



- I. I, Barbara Huia Francis, am making this claim on behalf of Ngati Hei iwi of Whitianga. This is further to claims already made by Ngati Hei and numbered Wai 110.

My great-grandfather Peneamene Tanui was one of the original grantees in many of the blocks of land making up what is now Whitianga township. These blocks of land were:

(i) Te Weiti Numbers 1, 2 & 3

6,374 acres granted to Peneamene Tanui and others on 14 February 1870. The grantees leased (No. 279) to the Mercury Bay Saw Mill Company Limited the timber rights on 6,450 acres for 45 years. The lease began 1 July 1871.

(ii) Te Whakau

933 acres granted to Peneamene and others on 26 September 1870.

During their term under lease a block of approximately 5 acres incorporating pieces of both blocks was sold by the Timber Company to the Education Board for a school site, (C.T. 41/298) on 7 August 1884.

Also 6 acres of Te Weiti No.1 were taken for a hospital site on 24 September 1887, Lot D on deposited plan 548, discharged from Mortgage No.4448 (C.T. 48/82). It was sold again by the Timber Company to the Mercury Bay Hospital and Charitable Aid Board. Midland Health Board currently has plans to dispose of part of the hospital block.

The ownership of several parcels of public land in Whitianga, incorporated in the Te Whakau Block, are presently being looked into and the Maori Land Court will adjudicate on these in 1998.

These transfers should not have been made whilst the blocks were under lease.

The District Land Registrar was not working in the Maori owner's best interests.

Both of these transfers were made without regard for Maori interests.

(iii) Wharetangata

86 acres granted to Peneamene Tanui and others 17 January 1870.

(iv) Karamuramu

86 acres granted to Peneamene Tanui and others 16 October 1866.

WAI 686, # 3.50
WAI

WAI 686

WAITANGI TRIBUNAL

CONCERNING

the Treaty of
Waitangi Act 1975

AND CONCERNING

the Hauraki inquiry

DIRECTION COMMISSIONING RESEARCH

- 1 Pursuant to clause 5A(1) of the second schedule of the Treaty of Waitangi Act 1975, the Tribunal commissions Dougal Ellis, a member of staff, to complete a research report for this claim on Te Weiti, Te Whakau, Wharetangata, Karamuramu, and Puahape blocks covering the following matters:
 - (a) the Native Land Court's title investigation and subsequent Crown awards;
 - (b) the alienation of the above blocks;
 - (c) the non-establishment of reserves at the time the above blocks were sold;
 - (d) the circumstances leading up to the vesting of land in the Education Board for a school site (CT 41/298) and the Mercury Bay Hospital and Charitable Aid Board for a hospital site (CT 48/82);
 - (e) the compulsory acquisition of Puahape 1 for a school; and,
 - (f) the impact upon Maori owners of the above actions.
- 2 This commission commences on 1 November 2000.
- 3 The commission ends on 10 April 2001, at which time one copy of the report will be filed in unbound form together with an indexed document bank and a copy of the report on disk.
- 4 The report may be received as evidence and the author may be cross-examined on it.

2000/2001/9R

DUPLICATE

Wai 686, # K2
Wai 705, # A1

Flax Fires and Timber Mills

A scoping report commissioned by the Waitangi Tribunal for Wai 705

January 2000

All opinions expressed in this report are those of the author only

Introduction

Author

My name is Matthew Russell. In 1995 I completed a Master of Arts degree, majoring in history, at Auckland University. Since March 1996 I have been employed as a researcher by the Waitangi Tribunal. During that time, I have written four case studies for a Rangahaua Whanui national theme report on old land claims. Other reports I have written include a report on the Waikawau reserves for Wai 418 and two block reports for Wai 174. I am also the Tribunal's claim facilitator for the Hauraki region.

The Claim

The Wai 705 claim can be divided into two parts.¹ One part concerns Te Whanganui-o-Hei; that is, Whitianga harbour and Mercury Bay. Robert McClean has written a report that covers these matters.²

The second part of Wai 705 concerns the alienation of various land blocks in and around modern-day Whitianga, namely:

- Te Weiti 1, 2, and 3.
- Te Whakau.
- Wharetangata.
- Karamuramu, and
- Puhape.

It is alleged in the Wai 705 statement of claim that the Te Weiti and Whakau blocks were leased by the Mercury Bay Sawmill Company. And, that the Company subsequently used the lease as authority to alienate portions of the blocks; specifically, to the Education Board for a school site and to the Mercury Bay Hospital and Charitable Aid Board for a hospital site. It is claimed that the District Land Registrar should not have allowed these alienations to be registered.

The Wai 705 statement of claim also alleges that reserves should have been created when the Wharetangata, Karamuramu, and Puhape blocks were alienated.

The Claimants

Wai 705 was lodged by Barbara Francis in February 1998. The claim is made on behalf of 'Ngati Hei iwi of Whitianga'. The statement of claim holds that the claim 'is further to claims already made by Ngati Hei [covering the larger rohe of Ngati Hei] and numbered Wai 110'.

The Wai 705 blocks, however, were not awarded exclusively to Ngati Hei. Amongst the 20 individuals awarded an interest in one or more of the Wai 705 blocks were members of Ngati Piri (a hapu of Ngati Huarere), Ngati Paoa, Ngati Whanaunga, and Ngati Rapupo.

¹ The Wai 705 Statement of Claim is reproduced in Appendix One.

² Robert McClean, 'Eastern Coromandel foreshore, fisheries, and coastal issues report', report commissioned by the Waitangi Tribunal for Wai 110, April 1999, (Wai 686, G2)

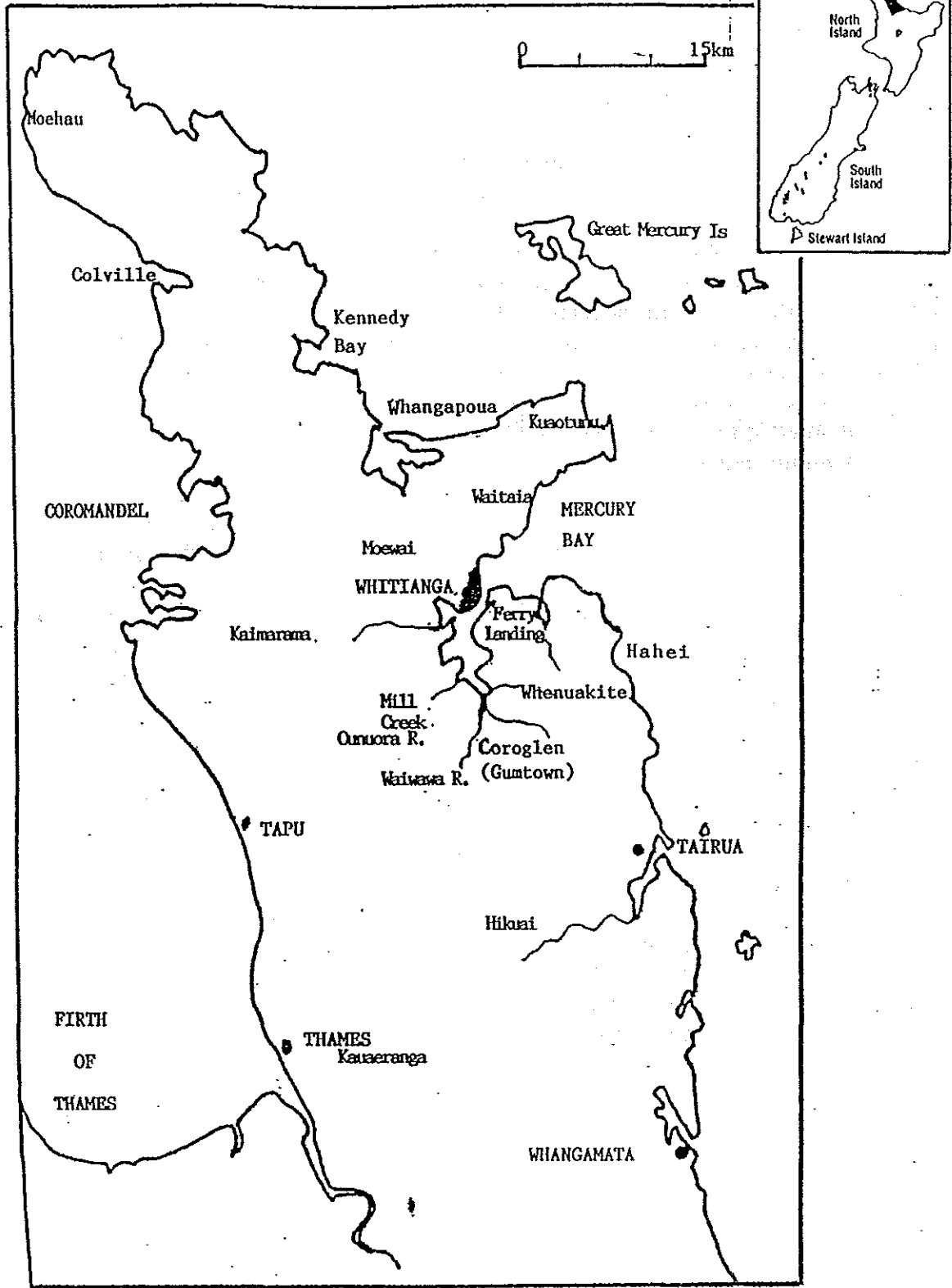


Figure One: Location of Whitianga

Source: Edwards, *A Time to Build*, 1990, p 33

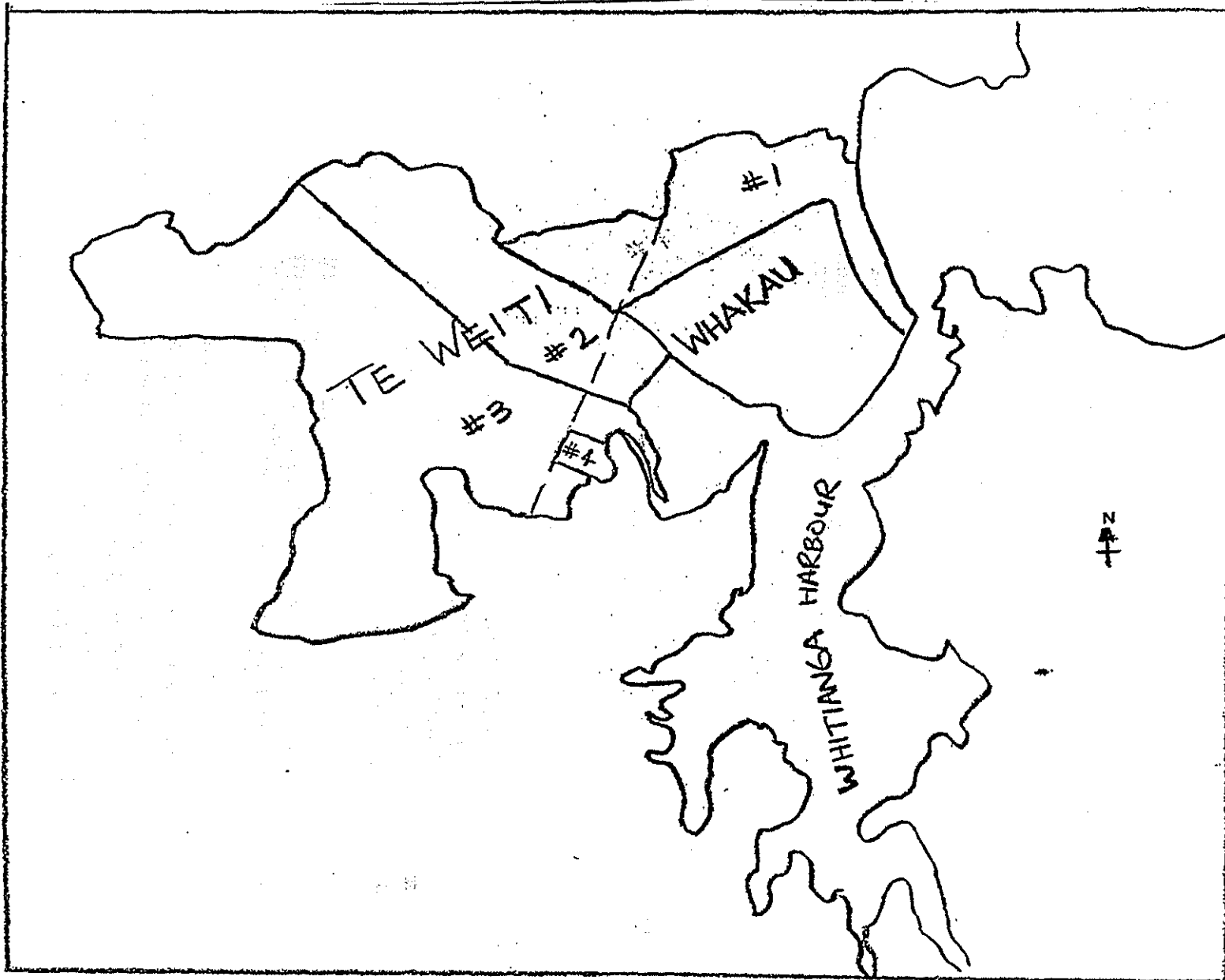


Figure Two: Te Weiti Crown Purchase (area west of the dotted line)

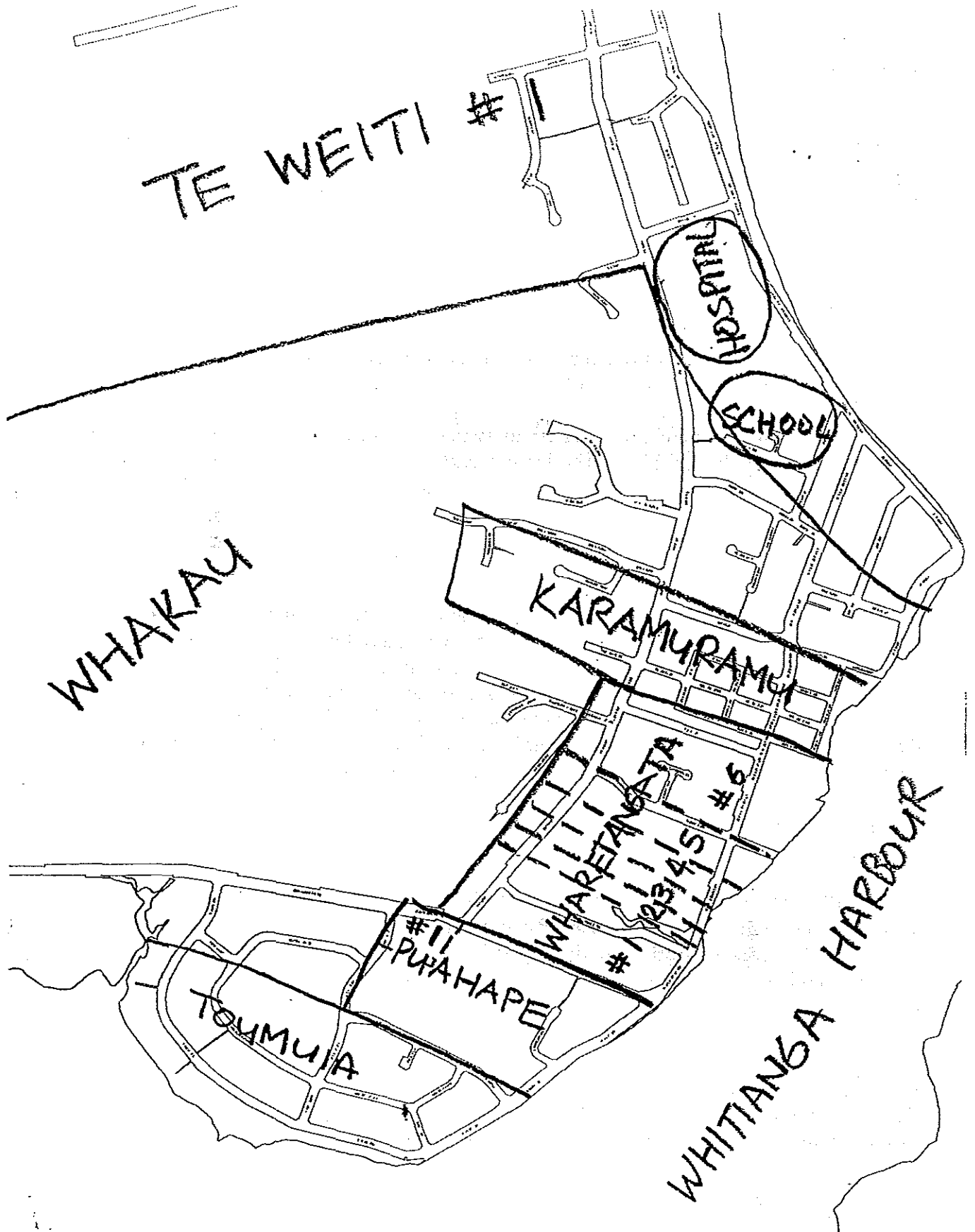


Figure Three: Approximate Location of Wai 705 Blocks and Hospital and School Sites

The reserve

Significantly, five months prior to this last transaction, in August 1883, it emerged that the Mercury Bay Sawmill Company had made a verbal promise to the Maori owners that it would survey out a reserve from its purchase of the Te Whakau block. While freely acknowledging this promise in the Native Land Court, the Company claimed that the reserve was to have been an area of 50 acres – not 100 acres as claimed by the Maori owners.²⁵ The end result of this dispute was that the ‘reserve’, while at least partially surveyed, was never Crown granted. The subsequent alienation history of the ‘reserve’, or its precise location, has not been researched at this point.

Wharetangata (68 acres)

The title to the Wharetangata block was investigated by the Native Land Court at the same time as the Te Whakau block (January 1870). It was awarded to the same eight individuals.

Flax deals

At the time of the Court’s investigation, there was already a flax mill located on the block. This helps explain why, later that month, 12 acres in the top right hand corner of the block were leased for the harvesting of flax.²⁶ The annual rental under the lease was £12 per annum – considerably more per acre than the £20 per annum realised for the lease of the 933 acre Te Whakau block.

Within two years, however, a fire had wiped out the extensive flax growing on both the Wharetangata and Te Whakau blocks. As a result, the flax mill was closed and, it is presumed, both leases were terminated. While it is clear that this fire was deliberately lit, it is not clear at this stage whether the “contractors” who started the fire included the Maori owners of the two blocks.²⁷

Also around this time, there was a dispute between the Maori owners of Wharetangata and William Lee, the settler who originally built the flax mill on the block. This disagreement centred around the ownership of a house, built by Lee but located on the Maori-owned block. This dispute was eventually ‘settled’ when Lee dismantled and moved the house while the Maori owners were absent tending cultivations on the Te Weiti block.²⁸

Piecemeal alienation

In May 1876, a 20 acre portion of the block was alienated to Mrs White by five of the grantees.²⁹ The consideration paid was £32:10:0. The purchase was subsequently investigated by the Native Land Court without any apparent conclusive outcome. As a result, in July 1878 another deed, covering a slightly larger area (21 acres) and involving an increased consideration (£40), was executed.³⁰ This second deed was witnessed by Henry Munro, Native Land Court Judge, and certified by the Trust Commissioner.

²⁵ Coromandel Native Land Court minute book 3, fols 390–5

²⁶ ADI 1D/275: D4, fol 304

²⁷ Conflicting accounts are given in: Edward, p 53; and Alfred Lee, p 44

²⁸ Edward, p 53

²⁹ The original deed for this (or possibly the second) transaction is held in AIM, Akd, MS 93/67, folder 31

³⁰ ADI 1D/275: 34M, fol 269

Compensation of £345 was assessed by the Maori Land Court.³⁷ A school was built on the site.

³⁷ Extract from MLC minutes held in Puhape BOF.

Following on from this, the circumstances surrounding the fire that led to the demise of the Whakau and Wharetangata flax leases deserve further research. This is particularly important as the resultant loss of rental income may have subsequently influenced the owners to sell the freehold of the Te Weiti and Te Whakau blocks.

Most of the Wai 705 blocks were alienated to private parties, and most of those alienations were subsequently approved by the Trust Commissioner (a pre-requisite to their being registered on the block title by the District Land Registrar). In a limited number of instances, the purchases were approved by the Native Land Court or the Maori Land Board. The adequacy of the investigations undertaken by these Crown agencies needs to be assessed; in particular, the Native Land Court's ratification of the sale of Wharetangata 1 and 6 warrants further scrutiny. Questions that need answering include:

- why did the Native Land Court 'put off' the partitioning of the Wharetangata block for so long?
- why was it necessary to execute a second purchase deed for the purchase of Wharetangata 1? And,
- why did Peneamene Tanui subsequently refute the alienation of his interest in Wharetangata 6 (and what, if anything, does this tell about the adequacy of the investigation undertaken by the Trust Commissioner or the motives of Peneamene Tanui)?

Reserves

The Wai 705 statement of claim asserts that reserves should have been established when the Wai 705 blocks were alienated.

The issue of 'reserves' is a multi-faceted one. Questions raised include: what mechanisms existed for the establishment of reserves at that time and was there a need for reserves to be established? In order to answer these (and other) questions, further research is required on:

- the extent of Maori cultivations in the surrounding area – secondary sources refer to extensive cultivations maintained by Maori in the Mercury Bay area;
- when those cultivations were alienated; and,
- the iwi affiliations of the grantees of the Wai 705 blocks and, more specifically, the extent to which they retained land holdings outside the Mercury Bay area.

In addition to these more general reserve issues, two specific issues arise:

- What evidence is there that the Hukihuki urupa was located on the ten acre block sold to the Mercury Bay Sawmill Company in late 1873?
- Why was the proposed reserve from the sale of the Te Whakau block never Crown-granted to the Maori owners? If at all possible, the proposed location for the reserve also needs to be established.

the Wai 705 blocks deprived the owners of easy access to the harbour or to the developing timber township. This information, along with material recovered from other sources such as the Trust Commissioner records, will also be relevant to any assessment of whether the alienation of the Wai 705 blocks rendered the owners 'landless'.

I note in conclusion that a more general analysis of the social and economic impacts of the Crown's actions has already been, or is intended to be, undertaken for the four iwi whose members were among those granted the Wai 705 blocks. I refer here to Bill Oliver's 'The Social and Economic Situation of Hauraki Maori after Colonisation' (Wai 686, A11) and the pending overview report of Tony Walzl for Wai 110, the general Ngati Hei claim.

The Ngati Hei Papers

The above secondary sources are deficient, however, in that they generally focus on the actions and motivations of either the Crown (as in the case of Alexander's block histories) or of the Pakeha purchasers/settlers (as in the case of Alfred Lee's local history of Whitianga). As such, they do not always provide a reliable indicator of what motivated Maori actions in the events being discussed. This situation is not helped by the fact that most of the transactions involve private purchasers so that there is not a significant body of correspondence between Maori and various Crown agents to indicate why Maori acted in the manner that they did.

This bias in the available source material can sometimes be countered by reference to Maori-derived sources, preferably from those Maori who actually participated in the events. Such a source does exist for the sale of the Wai 705 blocks. I refer here to the Ngati Hei papers held at the Auckland Institute and Museum library (AIM). According to Jennifer Curnow's published bibliography, these papers constitute 27 folders in 13 bound volumes. The papers, which are photocopies of originals, are 'mainly in Maori' and cover:

Whakapapa, land papers re Mercury Bay (1866-1967), waiata, official letters and notices, diaries and notebooks of Peneamene Tanui, Land Court transcripts.³⁹

Peneamene was a significant kaumatua of Ngati Hei and was also an owner of some of the Wai 705 blocks. It almost goes without saying that these papers are crucial to the Hauraki Tribunal gaining a full understanding of the events leading up to the alienation of the Wai 705 blocks.

Unfortunately, the Ngati Hei papers are presently subject to extremely stringent and restricted access conditions. Only two people are allowed access to the papers and the AIM is not able to release their names. Given these conditions, there seems little hope of negotiating access to the collection. Even so, the importance of the papers dictates that the Tribunal must at least make an effort to gain access to them. I propose therefore, that the Tribunal write to Carol Ngawhira Tanui Fleet, one of the signatories to the original Ngati Hei statement of claim, seeking her assistance in this matter.

Research Timetable

The following discussion is based on the assumption that the Tribunal *will not* be successful in its efforts to negotiate access to the Ngati Hei papers. Should this assumption prove incorrect, the timetable outlined below will need to be adjusted accordingly. Because of the nature of the material, and its overall importance to the report as a whole, this may considerably delay the report's completion date.

³⁹ Curnow, Jennifer, *Nga Pou Arahi: A Tribal Inventory of Manuscripts relating to Maori Treasures, Language, Genealogy, Songs, History, Customs and Proverbs*, Auckland Institute and Museum, Auckland, 1995, p 91

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Name	Also known as	Declared hapu/iwi affiliations	Relatives	Succeeded by	Awarded title to (Wai 705 blocks)
Kaitu (Kawau)	Paengahuka	Rapupo Whanaunga	brother = Te Ngarahu, nephew = Peneamene Tanui	Peneamene Tanui, Te Reha Kuhatopuni	Te Weiti, Puahape
Peneamene Tanui		Rapupo Whanaunga	wife = Raheera Tanui (Hei), father = Te Ngarahu, g'fath = Taramawhiti	Raunui, Ngawhira, and 2 others	Te Weiti, Wharetangata, Whakau, Karamuramu, Puahape
Hori Kerei Tuokioki			cousin of Peneamene		Te Weiti
Maaka Puhata	Maaka Peneheireti	Piri, Rapupo	sis=Harata Patene, son = Te Tarapa	Te Tarapa (Ct order 30.10.75)	Te Weiti, Puahape, Toumuia
Harata Patene		Piri	bro=Maaka Pene/Puhata, dgtr=Emā Te Aoru (HMB6/273)		Te Weiti,
(Eparaima) Te Wheoro Maka	aka Te Wheoro Maaka	Paoa, Piri	bro= Tarapa		Te Weiti, Wharetangata, Whakau,
Rhipera Poti					Te Weiti
Miriama Whakaraua		Rapupo			Te Weiti
Emā Te Aouru (f)	Emā te Aouru	Paoa, Piri	mother = Harata Patene, uncle = Maaka		Te Weiti, Wharetangata, Whakau,
Ngakoti		Rapupo, Whanaunga			Weiti 4
Pumipi te Pararewa		Rapupo, Whanaunga			Weiti 4
wi(remu) Kingi		Rapupo, Whanaunga, Tamatera			Weiti 4, Toumuia
Te Puni					Weiti 4
Hoete Hoeta		Ngati Hura			Puahape
Wiremu te Tarapa	Wi Tarapa Maka	Paoa, Piri	bro = Wheoro Maka		Te Weiti, Wharetangata, Whakau, Puahape, Toumuia
Parakaia Pokata					Puahape, Toumuia
Harata Kati		Te Rapupo			Puahape
Wiremu Maihi Te Hinaki aka Ngawhare	Wiremu Ngawhare	Rapupo, Paoa, Koheru, Piri	father = Maihi Te Hinaki	22.5.76 by Wi Maihi te Hinaki, Maihi te Kapua, Maihi te Manu, Kumete Maihi	Wharetangata, Puahape
Hera Puna		Piri (HMB6/273)	husband = Ngakapa Whanaunga		Wharetangata, Whakau, Puahape, Toumuia
Tiepa Puna		Piri	husband = Ngakapa Whanaunga		Wharetangata, Whakau
Wi Maihi te Hinaki	Wiremu Ngawhare	te Rapupo		son of Maihi te Hinaki	Wharetangata, Whakau, Puahape
Maihi te Manu		te Rapupo (Piri)		son of Maihi te Hinaki	
Kumete Maihi		te Rapupo (Piri)		son of Maihi te Hinaki	
Maihi Te Kapua		te Rapupo (Piri)		son of Maihi te Hinaki	Wharetangata, Whakau

Chart of title holders to wai 705 blocks and relationships