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OFFICIAL

A HISTORY OF THE AUPOURI STATE FOREST

Me mahi tatou—Kia kaha te iwi

To strive together for strength in unity

A report commissioned by the Waitangi Tribunal

Barry Rigby

December 1999

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Abbreviations

ASF	Aupouri State Forest
BAQY	NZFS Auckland Conservancy records
BBAX	NZFS Auckland Conservancy records
F series	NZFS Head Office records
MLC/Wh	Maori Land Court, Whangarei
NZFS	New Zealand Forest Service
SFS	State Forest Service (predecessor of NZFS)
TML	Tokerau Maori Land [Board]
Wai	Waitangi Tribunal claim (followed by number)

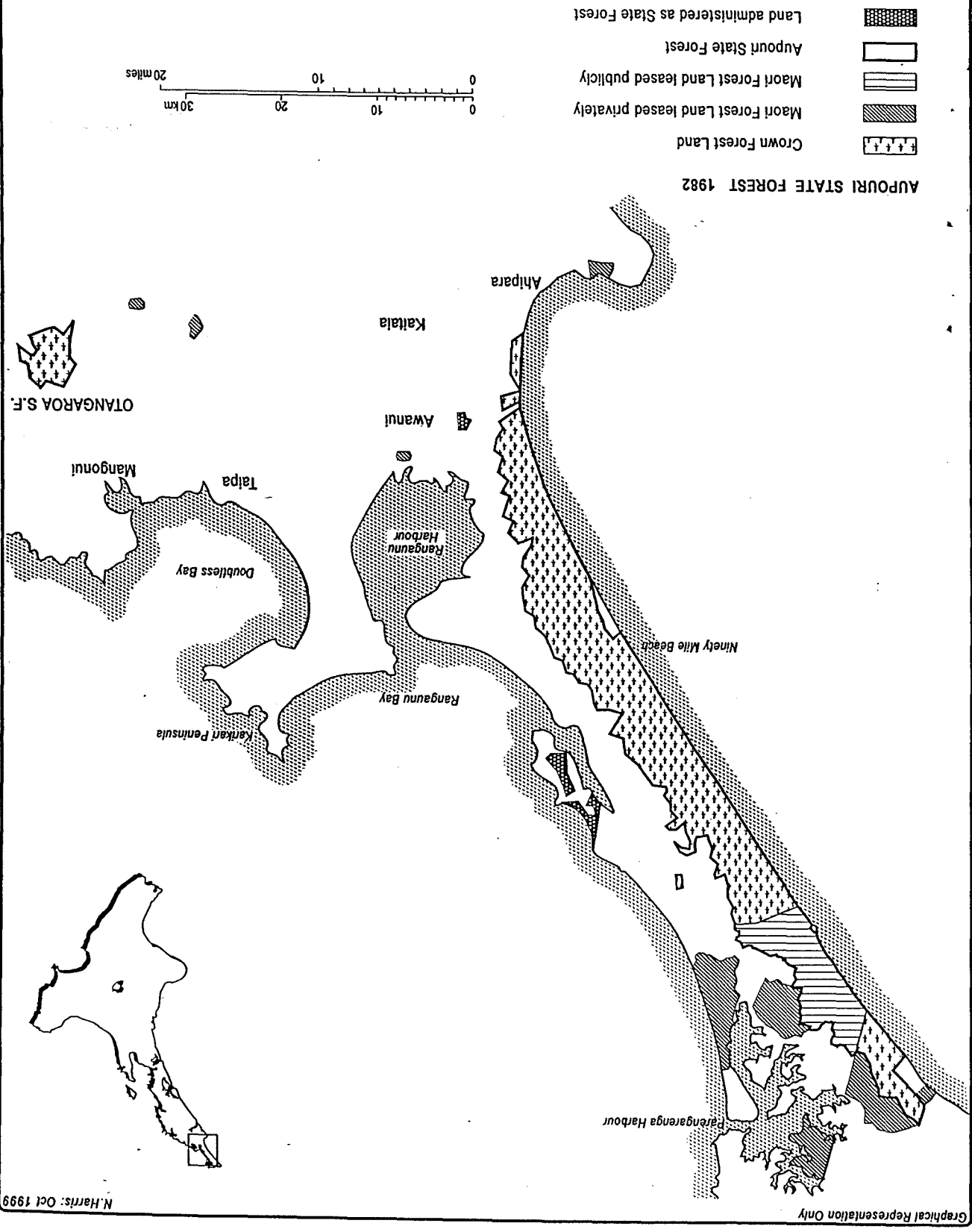
*Chapter one***INTRODUCTION**

The history of the Aupouri State Forest [ASF] is more than the history of a forest established by the New Zealand Forest Service [NZFS] in 1962. It is the history of two different kinds of forest land. Today approximately 80 per cent of the land on which the ASF grows is Crown licensed forest land, but approximately 20 per cent of the ASF grows on Maori owned land. The history of Aupouri Peninsula land includes the way the Crown acquired most of it during the nineteenth century, and how the Crown has also influenced the way Maori use their smaller area. The history of the ASF is also about the history of the people inhabiting the Aupouri Peninsula and adjacent areas, both before and after 1962.

People associated with the ASF include not just those living in the predominantly Maori communities of Te Hapua, Te Kao, Ngataki and Paparore on the Aupouri Peninsula. The people living in the larger and more diverse communities of Awanui and Kaitaia, adjacent to what became the Hukatere Division of the forest, also share in the history recounted here. Community participation in the promotion and operations the ASF (the subject of chapter 6) has always been bicultural.

This introductory chapter sets out the main thrust of each of the following chapters. Chapter 2 on historical context begins with the first major forestry survey conducted on the Aupouri Peninsula in the 1920s. It then traverses both prior and subsequent land history, beginning with the nineteenth century alienations. Generally, the 20 per cent of the forest today which remains Maori land (compared to 80 per cent in Crown ownership) fairly reflects the pattern of land ownership on the peninsula throughout the twentieth century. Maori land consolidation and development also features prominently in the degree of control Maori exercised over the 20% of the land they continue to own.

Chapter 3 describes the establishment of the ASF. This chapter attempts to answer the question stated in section 1 (a) of the Tribunal's commission: Was the ASF 'planned with



both socio-economic and environmental goals in mind?’¹ The answer given is that Crown officials and local promoters of the forest pursued both sets of goals. The Crown also pursued related social and cultural goals, mainly aimed at stemming the migration of people from predominantly Maori communities to the cities. The Crown evidently saw rapid urban migration as a social problem, and the high rate of Maori participation added a cultural dimension to the problem. RG Gerard, the National Government’s Minister of Forests who authorised the establishment of the ASF in 1962, probably saw it as primarily an attempt to sustain these remote rural communities. Crown actions towards these communities are the subject of both chapter 3, ‘The Establishment of the Forest’, and chapter 4, ‘Community Agreements’.

The ‘Community Agreements’ chapter seeks to discover, in the words of the Tribunal commission:

Any indications that Crown officials working for the New Zealand Forest Service may have entered into agreements with representatives of Maori communities regarding the future purpose of the forest.²

The two key NZFS officials entrusted with community relations were DJS (Des) Ogle, the ASF officer in charge from 1963 until 1982, and AN (Mick) Sexton, the Auckland Conservator of Forests throughout the 1960s. Ogle believed that the NZFS entered into explicit agreements both to create a Maori owned part of the ASF (the Te Kao Division), and to employ a largely Maori workforce there. Sexton, too, believed that the ASF had been created largely for community purposes. Although now in his nineties, he spoke to me recently in a voice brimming with pride, that he had helped create ‘a forest for the tribe’ and ‘a forest for the people’.³

The circumstances surrounding the Crown’s negotiation of the Parengarenga (or Te Kao Division) lease, referred to in section 1 (c) of my commission, brings Treaty

¹ Waitangi Tribunal commission, (Wai 45, 3.23)

² Section 1 (b), Tribunal commission (Wai 45, 3.23)

³ Mick Sexton, personal communication 22 September 1999

considerations very directly into the ASF history. The approximately 16,000 acres of Maori land brought within the ASF in 1969 made the forest a partnership between the Crown and the Maori represented by the Parengarenga Incorporation. Although this was a partnership, it was hardly an equal partnership. The Crown owned a majority of shares in the Parengarenga Incorporation until 1988. Maori sought to improve the terms of their partnership with the Crown throughout the negotiation of the original lease from 1966 until 1969, and in the years that followed.

Chapter 6 traverses community participation in the promotion and operation of the ASF before 1987. This community activity flowed almost automatically from the consultation in the establishment of the forest. Ogle and Sexton, in particular, celebrated forestry achievements with the community. From the early 1980s, however, the NZFS began a steady retreat from such community involvement. Strains in community-NZFS relations appeared long before the official disestablishment of the Forest Service on 1 April 1987.

Renegotiation of the terms of the 1969 Parengarenga lease preceded, and followed, the NZFS disestablishment. Renegotiation received a major boost in April 1984 with the publication of a Maori Affairs manifesto entitled *Kia Kokiri*, an attempt to put the Crown behind all Maori attempts to control their own resources. This encouraged Parengarenga owners to seek the return of Crown shares, and a drastic reduction in the duration of their 99-year lease. They made a dramatic appeal to the Crown at Waitangi in February 1985, and by 1988 the Crown had agreed to substantially alter the terms of the 1969 agreement. The ironic legacy of this today is that the Crown remains a somewhat reluctant forestry partner of the Parengarenga Incorporation in what could be described as a living Treaty relationship.

The Tribunal's commission sought an explanation for why the Crown chose to expand the boundaries of the ASF 'to include forest land outside the Aupouri [P]eninsula . . .'⁴ These decisions, the subject of chapter 8, appear to have been entirely pragmatic economic and administrative decisions. The NZFS evidently incorporated forest land at places like Aputerewa (near Mangonui) and Diggers Valley (near Takahue), into the ASF largely in the

⁴ Section 1 (f), Tribunal commission (Wai 45, 3.23)

interests of administrative convenience.

After summarising the previous chapters, I will conclude with an examination of some of the Treaty issues arising from the foregoing. I hasten to add that I raise these issues as questions to be answered by the Waitangi Tribunal. As a historian commissioned by the Tribunal, I am not at liberty to propose recommendations or Treaty principles. Only the Tribunal can do that. Historians, however, can usefully alert the Tribunal to what appear to be the questions that could elucidate the significance of comparatively recent history as Treaty history.

My qualifications for writing a report such as this include a Duke University Ph. D in History obtained in 1978, several years of university teaching experience, and several articles published in scholarly journals. I also presented six historical reports to the Muriwhenua Tribunal in 1990–1993.

*Chapter two***HISTORICAL CONTEXT**

The first official attention to the possibility of establishing a large exotic forest on the Aupouri Peninsula probably dates back to the 1920s. During the 1920s, when it became apparent that the predominantly Maori communities of Te Hapua and Te Kao were among the most poverty-stricken in New Zealand, the new State Forest Service [SFS] explored the Far North. In about 1927, VT Fail wrote for the SFS a 'Reconnaissance Report on the Territory lying between Waipapakauri and Spirits Bay'.⁵ In it he described both the human and the physical geography of the Aupouri Peninsula, before proposing large-scale forestry development. His careful account is a major historical document.

Fail's human geography began with population. He estimated a total population north of Waipapakauri from 'NZ Post Office Directory' as 241. This Post Office figure included 'a number of natives', but only listed six people for Te Kao and 35 for Te Hapua. AH Watt, the Te Kao Schoolmaster, provided additional information on Te Kao and Te Hapua Maori. Watt estimated the 'total native population (including women and children) [to be] Te Hapua 318, Te Kao 233'. He further calculated 'Number of workers available, Te Hapua 69, Te Kao 107 (male and female)'. Fail added that Pakeha settlement of the Far North had been 'slow' because the area had little attractive farmland.⁶

On Maori farming, Fail applauded the 'Tokerau Maori Land' [TML] Board's Te Kao Development scheme initiated by Judge FOV Acheson in December 1925. That year Maori farmers milked 80 cows, with the eventual aim of increasing the herd to 500. According to Fail, 'the benefit to the Natives, who were in poverty-stricken circumstances two years ago, can be readily appreciated'.⁷

⁵ VT Fail, 'Reconnaissance Report on the Territory lying between Waipapakauri and Spirits Bay'. F11/3/5

⁶ Fail, *Reconnaissance*, Part I, p. 6

⁷ Fail, *Reconnaissance*, Part I, p. 7

can be readily appreciated'.⁷

On the suitability of the area for afforestation, Fail felt that the expense of a huge project to stabilise the dunes encroaching upon farmland 'could not be justified'. He believed that the stabilisation of the dunes north of Waipapakauri would have to await completion of similarly urgent stabilisation further south where the Awanui-Kaitaia land threatened was deemed more productive. He pointed to successful stabilisation and afforestation in the Bay of Biscay carried out with Maritime pine (*Pinus pinaster*) from 1787 to 1864. According to Fail, this area subsequently produced 'timber in abundance' and 25 per cent of the world's turpentine.⁸

On methods of 'Plantation Establishment', rather than the conventional method of planting nursery-raised seedlings, Fail:

recommended that any afforestation undertaken, upon a large scale on the Northern Peninsula, should be considered as a direct seeding project, carried out in strict conformity with State Forest Service methods.

Fail referred to a 'dense stand of Maritime pine' started from wind distributed seed at Paua (on Parengarenga Harbour). He estimated the establishment costs, with this method, to 'not exceed ten shillings per acre' on the assumption that 'the project would be undertaken as a relief work with wages at present relief rates'.⁹ He considered four 'Possible Afforestation Schemes for the Peninsula'. They were, as follows:

- 1 *General afforestation scheme for the whole peninsula without consideration of present occupation.* Fail estimated that 150,000 acres of the 250,000-acre peninsula was suitable for forestry, and the cost of establishing such a large forest (without factoring in land acquisition) would be £75,000 (from seed) or £300,000 (from seedlings).
- 2 *Afforestation of Crown lands, Houhora . . . and Opoe Survey Districts . . .* Fail estimated the cost of establishing a 30,000 acre forest along the central Aupouri Peninsula at £15,000 (from seed) or £60,000 (from seedlings).

⁷ Fail, Reconnaissance, Part I, p. 7

⁸ Fail, Reconnaissance, Part II, p. 3

⁹ Fail, Reconnaissance, Part II, p. 6

3 *Afforestation of the Rangiahia [Karikari] peninsula* . . . Fail advised against this Karikari scheme, since the soil conditions there were no better than on the Aupouri Peninsula.

4 *Afforestation of Native Land Parengarenga Block* . . . Fail reported that sand dunes covered 15,000 acres of this 48,000-acre Maori land area. Fail further noted that the Te Kao people were 'practically starving' before 1925, and 'the Press' had recently described 'the distressing plight of the Te Hapua Natives'. He believed that in the Te Kao/Te Hapua area:

Communal tree planting would, it is submitted, fit in admirably with the agricultural development work inaugurated by the Tokerau Board, in that it would provide wages during the winter months and tide the Natives over a period which must necessarily elapse before their lands are self supporting, estimated at five years. In addition the establishment of commercial forests will provide an endowment and an industry which will furnish employment for future generations. Production on the newly developed farming lands will also be benefited by the shelter afforded by these forests.¹⁰

Fail's 'General Conclusions' were:

- 1 The Aupouri Peninsula offered 'a third class planting proposition in a scale of four'.
- 2 Aupouri Peninsula soil conditions were 'favourable for commercial tree growing on 150,000 acres distributed throughout the territory . . .'
- 3 30,000 acres of Crown land were available for forestry between Waipapakauri and Te Kao.
- 4 Predicted world timber shortages gave commercial forestry 'excellent future possibilities' for the Aupouri Peninsula.
- 5 World turpentine demand, allied with a timber industry, made Aupouri Peninsula forestry 'a sound commercial proposition'.¹¹

Finally, Fail recommended that:

- (a) The afforestation of the territory between Waipapakauri and Spirits Bay be undertaken as a State enterprise as and when funds can be made available for the purpose . . .
- (b) [Afforestation plans] should remain in abeyance until the State Forest Service's 'direct-formation-plantation' practices are perfected . . .
- (c) The attention of the [Native] Minister . . . be called to the desirability of extending the

¹⁰ Fail, Reconnaissance, Part II, p. 7-9

¹¹ Fail, Reconnaissance, Part III, p. 5

development work of the . . . [TML] Board to include afforestation.

- (d) The State Forest Service offer to assist the . . . [TML] Board in its afforestation work by technical advice and actual supervision of operations.¹²

Fail's forestry proposals for the Aupouri Peninsula during the late 1920s failed to take the land history of that peninsula into account. Professor Evelyn Stokes conveniently summarised this land history in her 1997 *Review of the Evidence in the Muriwhenua Lands Claims*.¹³ Professor Stokes described how by the 1890s 'almost the whole of the Aupouri Peninsula had been alienated' from Maori. The 1858 Crown Muriwhenua South and Wharemaru purchases, between Waipapakauri in the south and Te Kao in the north, effectively alienated over 100,000 acres, while the 1873 'private' purchase of the 56,628 acre Muriwhenua North area (now occupied by Te Pahi Farm Park) left Maori land along the peninsula confined after 1890 to the approximately 60,000 acres of Parengarenga/Pakohu.¹⁴ Professor Stokes also pointed out that by the 1908 Stout-Ngata inquiry, the Tokerau Maori Land Board controlled 57,306 acres of this remaining Maori land. This Crown-appointed Board leased most of the land it controlled to non-Maori. She concluded 'that local people, Te Aupouri and Ngati Kuri, had totally lost control of their remaining ancestral lands'.¹⁵

Native Land Court Judge FOV Acheson attempted to restore a degree of Maori control after 1925 with the Te Kao Dairy Scheme, but this was, in the words of Professor Stokes, 'only a qualified success'. When the Native Department took over the scheme during the 1930s it began to once again deprive local people of control over local resources such as their community store and cream truck.¹⁶ The trend of the Crown reasserting its control over Maori land north of Te Kao continued during the 1950s when the Maori Affairs and Lands and Survey departments obtained a majority interest in the 39,468-acre Parengarenga

¹² Fail, *Reconnaissance*, Part III, p. 5

¹³ Professor Evelyn Stokes, *A Review of the Evidence in the Muriwhenua Lands Claims*, Waitangi Tribunal Review Series 1997, Vol. II, Ch. 16 'The Aupouri Peninsula', pp. 443-500

¹⁴ Stokes, *Review* pp. 459-485

¹⁵ Stokes, *Review* pp. 484-485

¹⁶ Stokes, *Review* pp. 485-489

Development Scheme. This area, surrounding the Te Kao Dairy Scheme, had become an area of fragmented individual interests during the early twentieth century. Judge Acheson had tried to consolidate these individual interests during the 1930s, but many of the owners were dissatisfied with how the Crown (represented by the Native/Maori Affairs Department) converted their acreage interests into shares with monetary value during the subsequent decades.

Typical of this dissatisfaction was Hoone Wi Kaipo's protest to Prime Minister Fraser in 1948 when he accused the 'Crown' of having 'permanently taken' Parengarenga 5A3, and 5B2. It turned out that the area in question, later consolidated as the Parengarenga Topu, had been controlled by the TML Board since 1909. The Maori Land Court Registrar, JH Robertson, in 1948 thought that it should remain under Board control.¹⁷ Kaipo remained adamant, however, telling Fraser the following year 'that our lands have been confiscated'. He respectfully requested the Prime Minister 'to return our land to us under a freehold tenure'. Robertson, and Consolidation Officer Hamuera (Sammy) Taua, nonetheless, virtually dismissed his request.¹⁸

Maori landlessness up and down the Aupouri Peninsula directly contributed to grinding poverty. Prime Minister Gordon Coates described the people of Te Kao in 1925 as 'the poorest people I have seen in my life.'¹⁹ Professor Stokes highlighted the cycle of debt, poverty and deprivation continuing into the 1930s at Te Kao. In 1936 the Te Kao people petitioned Prime Minister Savage:

Our houses are shacks made of rusty iron used many times over and badly holed. They are not fit for human beings to live in . . . We beg you to help us get them [fixed?] before next winter. Last winter was very wet and we all

¹⁷ Kaipo to Fraser 31 May 1948; JH Robertson (Registrar) to Under Secretary 19 July 1948, Kaipo to Fraser 21 Sept. 1948; Robertson to Under Sec. 8 Nov. 1948, Maori Land Court, Whangarei [MLC/Wh] Correspondence file M228

¹⁸ Kaipo to Fraser 3 April 1949; Taua to Framich 13 May 1949; Robertson to Under Sec. 16 May 1949, MLC/Wh Correspondence file M228

¹⁹ Mark Fielder, 'Forestry and People: A Case Study of Community and Work Force Attitudes towards Aupouri Forest' (MFSc. thesis, University of Canterbury 1985) p. 39

suffered.²⁰

If poverty persisted in Te Kao during the 1930s, it was even worse in Te Hapua where no dairy units could sustain the people. The Te Kao Schoolmaster, AH Watt, described Te Hapua in 1935 as a community enduring 'extreme poverty'. Tau Henare MP identified landlessness as the root of this poverty and recommended the return of the adjacent Crown land to Maori as the remedy.²¹ Instead of dealing with the problem of landlessness, however, the 1930s Native Department promoted the involuntary removal of landless Te Hapua families almost 60km south to Ngataki.²²

GJ Rust, who served as the Schoolmaster at Te Hapua for seven years during the depression, sent the Native Minister a vivid account of the plight of that community in 1937. Rust believed that most of the Te Hapua people were illiterate, that about 80 per cent suffered from some sort of respiratory disease, and that approximately 22 per cent of their children died before their fifth birthday. He related this general poverty to landlessness, and applied his analysis to all Maori, not just to Te Hapua. He asked:

Whose is the responsibility in this connexion? Under the provisions of the Treaty of Waitangi, Her Majesty the Queen covenanted Her Royal protection to all the Maoris and [subsequently] . . . the NZ government assumed this responsibility. How has this responsibility been discharged? During the ninety six years of our administration of Native affairs, approximately sixty four million acres—including all the best of their land—has been alienated to European ownership. What do they have to show for it?

Rust's 'Proposals for the Solution to the Te Hapua Problem' included state sponsored afforestation between Te Paki Stream (at the top of the Ninety Mile Beach) and Maunganui Bluff. He proposed that a locally-based 'Forestry Officer' supervise Maori workers in establishing this forest.²³ Evidently, World War Two intervened before anything major could be done for the people of Te Hapua and Te Kao.

²⁰ Quoted in Stokes, Review, p. 488

²¹ Rigby, Muriwhenua North report (Wai 45, B15) p. 57

²² Rigby, Muriwhenua North, pp. 58-60

²³ GJ Rust, 'The Te Hapua Situation', encl. in Rust to Native Minister 12 March 1937, Maori Affairs series 54 [MA 54] 19/1/600, National Archives, Wellington

In an attempt to get greater Crown commitment to integrated social and economic development in the Far North, Hemi Manuera of Te Kao and Judge Acheson visited Wellington in September 1944. At meetings with Ministers of Lands, Works, Agriculture, and Native Affairs, they proposed a major forestry scheme and rehabilitation farms for Maori returned servicemen.²⁴ Manuera and Acheson presented this as a written proposal, entitled 'Maori Rehabilitation', at a Te Kao hui for all 'Tokerau Tribes' immediately upon their return from Wellington on 23 September. They stated that rehabilitation for servicemen 'must be combined with the rehabilitation of the respective Maori communities from which the soldiers issued forth to War'. They called for Maori controlled economic development 'free from official domination'. Their recommendations began with 'Afforestation'. They called for 'Maori Forests' to be established in coastal sand country on Crown and European land. Maori, they believed, should receive state loans at 2 per cent interest to finance the work with the technical assistance of SFS staff. They emphasised that the Crown had a responsibility to acquire these areas, 'to hand over Crown land and buy European sand areas for Maori ownership when reclaimed by Maori labour . . .'²⁵

The people of Te Hapua, Te Kao, Ngataki and Paparore all stood to gain from such integrated development. While local initiative was abundant, the Crown failed to support it during the following decade of the 1950s. The story of the 1950s, in the area later occupied by the Aupouri State Forest, was to be a story of local initiative and Crown action at cross purposes.

Members of the Parengarenga A Incorporation, the major Maori partner in the ASF, in 1982 compiled a history of consolidation. This emphasised how the Crown established majority control in the process of consolidation. In 1954, the multiple owners of marginal land surrounding Te Kao agreed to consolidate their interests into a single 39,000-acre Parengarenga Topu scheme 'for the settlement of many of the young Aupouri'. During the consolidation, the Crown invoked provisions of the 1953 Maori Affairs Act to compulsorily acquire interests valued at less than £50, despite repeated protests that such a policy penalised

²⁴ Rigby, *Muriwhenua North*, pp. 60-61

²⁵ 'Maori Rehabilitation: Suggestions for Tokerau Tribes—Te Kao 23 September 1944, MA 54 19/1/553

the victims of fragmentation. The owners believed that such Crown actions reduced their number from 1190 at the beginning of the consolidation to 125 at the end. Not only did this dispossess most of the owners, it also gave the Crown effective control of the subsequent development.²⁶

By 1960, according to Alexander, the Crown had acquired 61.4 per cent of the shares in Parengarenga Topu, and in the following year Maori Affairs transferred control of the Paua and Te Rangi sections to Lands and Survey for pastoral development. Maori saw this as the Crown picking the eyes out of development options. In a 1961 petition, Hopa Paraone and others alerted the Minister of Maori Affairs to how many Te Kao dairy units had become uneconomic while the Crown made money out of profitable beef cattle rearing at Paua-Te Rangi.²⁷ Maori-owned dairy units at Ngataki fared little better, and, of course, Te Hapua, had never had the benefit of a dairy scheme to provide even the rudiments of family and community income.

The 1982 Parengarenga Incorporation history also recounted grievances arising from the Crown's original acquisition of 80 per cent of the forest land south of Te Arai Point (on the Ninety Mile Beach). Professor Stokes described the Aupouri dissatisfaction with the Crown's payment of 3d per acre for the 1858 Muriwhenua South purchase. Aupouri expressed this dissatisfaction in two petitions to Parliament during the 1940s, and in the Maori Land Court hearing on the Ninety Mile Beach case in 1957.²⁸ The 1982 Parengarenga history identified the northern Wairahi boundary dispute arising from the 1858 Crown purchase as a burning issue. The Crown conceded a compensation settlement of about 2,000 acres to resolve this dispute, but they then began to control the compensation area as a development scheme in the same way they controlled the Parengarenga Topu. Eventually, most of the Onepu compensation area became part of the ASF. Thus, both a disputed Crown

²⁶ Parengarenga A Incorporation, 'A Brief Report on the Parengarenga Toopu Blocks', [filed in the Maori Land Court on 5 Jan. 1983], MLC/Wh. 4/2/12. See David Alexander's summary of this history in his 'Consolidation and Development in Muriwhenua' (Wai 45, Q1) pp. 349-382.

²⁷ Alexander, *Consolidation and Development*, pp. 354-356

²⁸ Stokes, *Review*, pp. 463-465

purchase dating back to the 1850s, and a disputed consolidation process during the 1950s, shaped the history of a forest founded on the very same land after 1963.²⁹

Forestry came to the Aupouri Peninsula during the 1960s as a way of providing some support for communities struggling to sustain themselves in an era of declining dairy incomes and urban drift. For Maori, forestry represented an alternative to dairying and subsistence activities, such as fishing, that had failed to stem the steady flow of people to the cities. The experience of the people of the Aupouri Peninsula in this regard was no different to other parts of rural New Zealand where Maori communities survived. In most of these areas, such as the Volcanic Plateau, and the East Coast of the North Island, people looked to the Crown to provide rural development assistance. In forestry, the New Zealand Forest Service became a regional development agency.³⁰ The story of the Aupouri State Forest, therefore, is partly the story about how the Forest Service came to function as the major Crown agency after the 1960s in an area that had considered itself as poorly served by the Crown prior to the 1960s.

²⁹ Stokes, Review, pp. 489-493; 1982 Parengarenga Topu report, MLC/Wh 4/2/12

³⁰ Michael Roche, *A History of Forestry* Government Print, Wellington 1990, pp. 335-345

*Chapter three***THE ESTABLISHMENT OF THE FOREST**

Des Ogle, Officer in Charge of the forest for its first 19 years, believed that the Crown first seriously contemplated establishing a major forest on the Aupouri Peninsula in 1947. In February of that year, according to Ogle, the Auckland Commissioner of Crown Lands, Basil King, summoned an informal interdepartmental meeting with NZFS personnel to consider the future of the dune country inland from the Ninety Mile Beach. Auckland University Botany Professor, VJ Chapman, had reported in 1946 on the fragility of the dune ecosystem.³¹ Lands and Survey then allocated approximately £7130 in 1951 for experimental reclamation work along the Beach. That same year, Rikihana Etana, the Aupouri Tribal Committee secretary and a Te Kao community leader, approached EB Corbett, the Minister of Maori Affairs and Forests in the 1949-1957 National government, about afforestation at the northern end of the Beach.³² Etana later became the Maori champion of what we refer to today as the Aupouri State Forest.

Corbett met Rikihana Etana at Te Kao on 4 April 1951 to discuss 'the Sand Dune menace' to pasture intended for cows and sheep. Etana stated that in some areas 'drift was as much as 2 chains a year'. It threatened both communications and the considerable public and community investment in farm development. Since responsibility for stabilisation had just been transferred from Works to Forestry, Corbett referred the matter to Director of Forestry, AR Entrican.³³ He sent a subordinate, WH Jolliffe, from Wellington to investigate the problem at Te Kao. There WJM Reid, the Maori Affairs Development Supervisor at Ngataki, 'escorted him [Jolliffe] on a brief inspection'. Reid estimated 'that there was at least 3,000

³¹ Des Ogle, 'Chronology' (shared with author 28 Nov. 1998) p. 1

³² Ogle Chronology p. 1. King was more interested in land development for pastoral purposes than he was in forestry, but he could see that only NZFS- sponsored stabilisation would allow for subsequent pastoral development. Des Ogle, Written comments on Rigby commission (May 1999).

³³ 'Notes of Interview' 13 April 1951, NZFS records, F 27/1/1, National Archives, Wellington

acres of sand-dune and sandstone country suitable only for trees [i.e. not for pasture]’³⁴.

Auckland Conservator FJ Perham advised Entrican that the Te Kao problem should be dealt with ‘in a comprehensive scheme’ for the entire Ninety Mile Beach area. Entrican then promptly informed Corbett that ‘investigation of such a scheme is about to begin’. Entrican also assured Etana that ‘your claims for urgency at Te Kao will be given every consideration when the scheme is being planned’.³⁵ Etana expressed appreciation at being informed of the ‘scheme’ under consideration. He hoped that it would be possible to commence work that winter ‘when we can supply the necessary number of men which [sic] might be needed for this job’.³⁶

The difficulty for Entrican in 1952 was that of including Maori land in the Ninety Mile Beach scheme. During the 1950s, the limitations of forestry legislation meant that the NZFS had to consider the Te Kao problem separately from its main responsibilities. Entrican instructed Perham to investigate the problem with a view to providing some NZFS assistance to Maori for stabilisation under the Sand Drift Act 1908, by which landowners had to pay for stabilisation in proportion to benefits accruing to them. He also asked Perham to consider assistance to Maori landowners from the local Soil Conservation and River Control Council, which could subsidise stabilisation work.³⁷

Most of all, Entrican kept the Minister informed. He got Corbett to write to Etana pledging that the NZFS would prepare a ‘special report’ on the Te Kao problem. In reply, Etana requested a ‘special grant’ to finance the Te Kao stabilisation work recommended by the NZFS officer who had visited Te Kao recently. McEwen, in his cover note, asked whether

³⁴ Entrican to FJ Perham (Conservator, Auckland) 23 April 1951; Extract from Jolliffe’s Diary Notes 16 May 1951, F 27/1/1

³⁵ Entrican to EB Corbett (Minister of Forests) 17 Aug. 1951; Corbett to R Etana 20 Aug. 1951, F 27/1/1

³⁶ R Etana (Sec. Te Kao Tribal Committee) to Corbett 4 April 1952, F 27/1/1

³⁷ Entrican to FJ Perham (Auckland Conservator) 18 April 1952, F 27/1/1

the NZFS 'had any proposals for the reclamation of these sand dunes'.³⁸

CJM Reynolds, the NZFS District Manager from Kaikohe, compiled this special report in May 1952. Reynolds concluded, on the basis of an inspection with Etana, Kaka Riki and AH Watt, that the sand drift problem be dealt with as part of the comprehensive larger scheme, and that the Crown should therefore acquire 'the sand dune area on Pt. Parengarenga 5B2' after approaching the owners. He added: 'The protection of the Te Kao settlement should then be given priority in the comprehensive scheme'. Reynolds reported that 200 out of Te Kao's population of 500 were 'school children'. He believed that 'a large number of these children could eventually be absorbed in sand dune fixation work and thereby avoid their drift to other parts'. Etana indicated that he would seek assistance from Maori Affairs to finance the work.³⁹

Perham expressed doubts about whether Maori Affairs would be prepared to finance the stabilisation work required at Te Kao. The NZFS, he thought, could supervise marram planting (provided the Te Kao Tribal Committee arranged transport and labour). He supported the recommendation that the Lands Department begin negotiations for the acquisition of Parengarenga 5B2. Entrican informed Maori Affairs that the NZFS was prepared to supervise stabilisation work at Te Kao, but could not pay for labour or transporting marram.⁴⁰

Meanwhile, the Northland MP, SW Smith, began to promote Far North forestry. In reply to Smith's December 1952 inquiry on behalf of the Mangonui County Council about forestry plans for the Aupouri peninsula, Corbett indicated that planning was still at an early stage and depended largely upon available finance and labour. He wrote:

It is known that there are some 70,000–80,000 acres of sand dunes in the Ninety Mile Beach area. An intensive joint inspection has been deferred pending the air mapping of this area.

³⁸ Corbett to Etana 22 April 1952; Etana to TT Ropiha (US Maori Affairs) 8 May 1952, encl. in JM McEwen (for Ropiha) to Entrican 16 May 1952, F 27/1/1

³⁹ CJM Reynolds (District Manager NZFS, Kaikohe) to Perham 12 May 1952, F 27/1/1

⁴⁰ Perham to Entrican 23 May 1952; Entrican to US Maori Affairs 16 June 1952, F 27/1/1

The importance of providing for the future timber requirements of the Far North is appreciated by my officers. You may assure the Mangonui County Council that the exotic forest potential of the Ninety Mile Beach area is under investigation.⁴¹

Very little government action came out of this, however. Lands and Survey were prepared to transfer the 1,260 acres of dunes from due west of Awanui to Waipapakauri Beach to the NZFS. Unfortunately, Entrican could not accept the transfer of the southern dune area, since the NZFS had not budgeted for the cost of such an acquisition.⁴²

Without budgetary provision Entrican could do nothing in 1954-1955, but in 1956 he instructed Perham to negotiate the purchase of Aupouri Peninsula dune land 'to be set aside as State Forest'.⁴³ Entrican had previously authorised an exchange of forestry land acquired during the 1930s near Mangonui (at what today is Stony Creek Station) for this dune land.⁴⁴

When the Second Labour government came to power in 1957, conditions were ripe for further forestry development. Etana regarded the new Minister of Forests, (and associate Minister of Maori Affairs) Eruera Tirakatene, as a friend and colleague in the Ratana Church.⁴⁵ With Entrican, Tirakatene met Te Hapua Maori on 17 April at the local school to discuss 'the proposed sand dune' stabilisation work along the Ninety Mile Beach. As a result of this discussion, Tirakatene proposed:

that Te Hapua can be classed as a 'distressed' area, that is, that there is practically no economic background to this district . . . as one speaker picturesquely put it, 'Help us somehow to make a living, we just exist at the moment[;] our food is fish and sand. We look to you to give us this help. If you cannot, then our future here as a people is hopeless. It is work we want, not charity, but now that you have seen us here we have faith in the future.

Tirakatene believed these Te Hapua people 'whose ancestors settled in the Parengarenga

⁴¹ Corbett (Minister of Forests) to SW Smith (Northland MP) 22 Dec. 1952, F 27/1/1

⁴² DM Greig (Director-General, Lands and Survey) to Entrican 13 July 1953; Entrican to Greig 31 July 1953, F 27/1/1

⁴³ Director of Forestry [Entrican] to Auckland Conservator 2 March 1956, NZFS Auckland Conservancy records, BAOY 4229/33a, National Archives, Auckland

⁴⁴ Ogle Chronology p. 1; Perham to Kaikohe District Ranger 13 April 1956, BAOY 4229/33a

⁴⁵ AN Sexton, 'Aupouri Forest: Getting Under Way and After' (March 1987) p.6

Harbour are loath, as a group, to abandon their lands'. Many travelled as far away as Kaikohe to find work during the week, but they always returned home at weekends.

Accordingly, Tirakatene instructed Entrican to examine immediately 'whether the Forest Service can, in the near future, provide permanent employment in the district on sand dune work and any other economic activity that can commence this year [1958]'.⁴⁶ Entrican's 'Interim Report', entitled 'AFFORESTATION HOUHORA SURVEY DISTRICT', outlined a forestry scheme 'Which would be likely to keep the Maori people at Te Hapua and Te Kao'. In it, Entrican referred to a previous history in which the NZFS

... prompted by representations made by the Mangonui County Council, has for many years been concerned at the lack of future timber supplies for the far North and the need for an afforestation project ...

Entrican was confident that the 'Houhora' dune area 'will be entirely suitable for forestry'. Entrican proposed that the Auckland Conservator should investigate the feasibility of 'the Houhora afforestation scheme'. He should consider, Entrican believed:

the probable financial requirements, the employment of the local Maori population in general but the Te Hapua Maoris in particular, the effect of this forest in meeting the future timber needs of the far North and the possible effect this scheme would have on adjoining farm development.

Tirakatene's marginal note on Entrican's report made his position clear: 'The assistance to the families of North should come first ... An inquiry in to expenditure should be made'.⁴⁷ To Tirakatene, the main aim of the forest should be the alleviation of poverty in the predominantly Maori communities of Te Hapua and Te Kao.

Joseph W Levy, then a Kaikohe-based District Forester, had already recommended the establishment of a small production forest of 3,300 acres behind a coastal shelter belt of 5,000 acres at the northern end of the Beach.⁴⁸ During the late 50s, in Levy's estimation, the Maori

⁴⁶ Minister of Forests [Tirakatene] to Minister of Maori Affairs [Walter Nash] 28 April 1958, BAOY 4229/33a

⁴⁷ Entrican to Minister of Forests [Tirakatene] 29 May 1958

⁴⁸ JW Levy, 'Report on Houhora Sand Reclamation Scheme' 29 Aug. 1957, F 1/17/1. Also, cited in Ogle Chronology p. 2

population of Te Kao had dwindled to 291, and that of Ngataki was 213.⁴⁹ Levy's reports concluded with a sobering prognosis:

As it is now, the land in the far north is impoverished to such an extent that it is barely capable of supporting the present population and certainly cannot cope with the very rapid population increase [projected]. Any extensive development . . . to support a greater population would involve the Government in very high capital expenditure. Even now there is a move of the surplus [Far North] population south to districts where more employment is offering. It may be a better plan to encourage this migration rather than to attempt to hold the population increase by any form of land development in the [Far North] district.⁵⁰

Levy considered both forestry and land development in the Aupouri Peninsula in 1958. JA McKain, the Maori Affairs District Officer in Whangarei, during 1957, informed the NZFS that his department had invested £70,000 in the Onepu development scheme (within the 'compensation area' south of Te Kao arising out of the Wairahi dispute). Advancing dunes threatened this scheme, unless the NZFS began planting marram 'to prevent the further encroachment of the sand onto the developed pastures'. McKain appealed to the Auckland Conservator to protect Maori land development for pastoral purposes.⁵¹

Maori landowners from Te Kao and Te Hapua reinforced this appeal. A group, including Rikihana Etana and Hone Rameka, wrote to Prime Minister (and Minister of Maori Affairs) Walter Nash in February 1960 pleading for:

- 1 Utilization of all our Maori lands north of Parengarenga harbour [ie. near Te Hapua] for a forestry scheme . . . Trees are an asset to the country and may mean work for our future generations.
- 2 Preference be given to Maori labour from Te Hapua and Te Kao where possible on all Maori Affairs development work on Parengarenga Block.
- 3 Reclamation of sand dunes along the western coast of Parengarenga block by the planting of marram grass and lupins, and later when the ground is consolidated suitable timber trees should be planted.

Te Hapua people complained about the Pakeha-owned stock grazing leased land at Mokaikai

⁴⁹ Levy could not obtain figures for Te Hapua. JW Levy, 'Draft: Ninety Mile Beach Sane [sic] Dune Areas' nd., p.3; Levy report 29 Aug. 1957, F 1/17/1. See also Des Ogle's recently published book, *Beyond the Twenty Foot Stump* Northland Historical Publications, Russell 1998.

⁵⁰ Levy, Ninety Mile Beach draft, p. 4, F 1/17/1

⁵¹ McKain to Auckland Conservator 21 Nov. 1957, F 1/17/1

straying onto the Maori-owned Pakohu land. They proposed that the Maori Trustee acquire the private Mokaikai leases for Te Hapua Maori. They also appealed to Nash for housing assistance, because 'the people of Te Hapua . . . are living in hovels . . . [constituting] a source of danger to the health of their children and parents alike'.⁵²

Nash referred the matters raised by the people of Te Kao and Te Hapua to the NZFS and to his subordinates in the Maori Affairs department. A 13 April NZFS file note, apparently based on a discussion with Tirakatene, indicated that the Minister wanted forestry development, but his official advisor (a scarcely legible name which looks like D Bristol) regarded the Mokaikai-Pakohu area near Te Hapua as 'one of the most infertile areas in the whole of Northland . . .' The official believed that because of this poor Te Hapua soil, Maori Affairs had moved 'as many Maoris as possible down to the land development scheme at Te Kao'.⁵³ QI Schofield, the Maori Affairs Field Supervisor at Ngataki, reported later in April that Maori land in the vicinity of Te Hapua was generally more suited to pastoralism than to forestry. In reply to the request for preference to be given to Maori labour on the development schemes, he said that this was standard practice with both Maori Affairs, and with Lands and Survey, schemes. He wholeheartedly agreed with the desire for a Parengarenga forest to protect the Te Kao and Onepu farm schemes. On the private lease problem, Schofield recommended that the department fence the Mokaikai-Pakohu boundary. Finally, he believed that a Parengarenga (though not Te Hapua) forest would help alleviate local unemployment. He added, however, that the Minister should advise the Te Hapua and Te Kao people that unless they were prepared 'to work consistently [on any government schemes] and keep absenteeism to a minimum . . . they will lose the offered [Maori labour] preference . . .'.⁵⁴

Writing to the Te Hapua and Te Kao people in 1960 as Acting Minister of Maori

⁵² Hone Rameka, Herewini Paraone, Wiki Karena, Moko Rewi, Motu Rapata, Hopa Paraone, Waiari Matiu, Reewe Ihaka, & Rikihana Etana to Prime Minister Nash, 17 Feb. 1960, F 1/17/1

⁵³ D Bristol[?] file note 13 April 1960, F 1/17/1. The Native Department had moved Te Hapua people to Ngataki, not Te Kao, during the 1930s. Rigby, *Muriwhenua North*, pp. 58-60

⁵⁴ QI Schofield report on 'Assistance for Te Hapua and Te Kao' 29 April 1960, F 1/17/1. Schofield's disparagement of the Far North Maori work ethic was echoed later at NZFS Head Office, according to Cecil Hood (NZFS Land Acquisition officer 1973-87). Cecil Hood, pers. comm. 13 August 1999

Affairs, Tirakatene was not prepared to criticise their work ethic. Instead he concentrated on explaining why the NZFS advised against the establishment of a forest in the vicinity of Te Hapua. The poor soil and lack of sufficient land, he wrote, ruled out this option.

Unfortunately, he failed to sweeten the pill by referring to the feasibility of a Parengarenga forest.⁵⁵ Tirakatene's failure to act upon the request of the Te Hapua and Te Kao people in 1960 delayed the establishment of the Aupouri State Forest by about three years. A forest delayed was not a forest denied, however, because everything other than Tirakatene's caution augured well for the future.

The history of 1960-1962, between Tirakatene's caution and the formal establishment of the Aupouri State Forest, was dominated by the internal politics of the NZFS. Generally this was an interplay between the dynamism of Auckland Conservator Mick Sexton, and the bureaucratic caution of the new Director-General Lindsay Poole. Much of that interplay can be understood only in the context of what can be described as the evolving social contract in 1960s New Zealand. That evolving contract will be the subject of a later chapter on community agreements. At this point it is sufficient to note that Sexton gradually persuaded his cautious superior to commit the NZFS to the project in late 1962. On 18 October 1962 Lindsay Poole minuted a careful NZFS costing of the Aupouri project with these words:

Mr Sexton is very anxious for the scheme to go ahead, but I had intended to leave it in cold storage until Govt. decided to do something about Maori employment in the North.

Apparently, Poole met his cost accountant, and Sexton the following month, because on 22 November 1962 the Director-General minuted on the same file note:

This can now go ahead on the basis of sand fixation plus a small planting programme.⁵⁶

In retrospect, socioeconomic, cultural and environmental considerations appear to have been mutually compatible in bringing the Crown to recognise the necessity for labour-intensive forestry on the Aupouri Peninsula. A forest was necessary to protect the pastoral development schemes, as well as to provide gainful (if seasonal) employment. Des Ogle summed up his analysis of the origins of the Aupouri State Forest this way:

⁵⁵ Tirakatene to Rameka 7 June 1960, F 1/17/1

⁵⁶ Poole minutes 18 Oct., 22 Nov. 1962 on F Allsop file note 12 Oct. 1962, F 6/1/187

The establishment of Aupouri forest came about through Political social and Environmental pressures, rather than economic ones . . . The Far North Maori pleaded with various Government Ministers to provide local employment through sand stabilisation and afforestation work . . . The mobile sand dunes were rapidly encroaching eastwards onto farmlands, blocking the North road in several places . . . There was ample evidence available . . . that animal grazing of dune areas created considerable destruction [to the natural vegetation] . . . and that afforestation with trees was the soundest practice.⁵⁷

Ogle's 1998 chronology describing forest establishment includes his typically modest autobiographical entry which reads simply:

15-5-1963 Ranger DJS Ogle appointed as Officer in Charge.⁵⁸

Sexton later explained why he appointed Des Ogle to this crucial position in these terms:

He was selected first for his personality, second for being a member of a Northland family which enjoyed great *mana* in the minds of the people of Northland, third because he spoke Maori and finally, but most importantly, because he evinced a ready willingness to face the challenges ahead, just as he had faced and over come those of the past. *He succeeded* [emphasis in original].⁵⁹

Sexton had a lot in common with Ogle. Both were descended from Northland's Pakeha 'first families'. Sexton's great-grandfather as a stonemason helped build the famous Kerikeri Stone Store over a decade before the signing of the Treaty. Two generations of Ogles worked the heavy bush at Omahuta and Puketi near Okaihau before Des joined the State Forest Service in 1941. He was a hard-working, hands-on forester for 40 years, despite the fact that he had been afflicted with *infantile paralysis*. That was the challenge 'of the past' that Sexton credited him with overcoming.⁶⁰

Sexton summed up his interpretation of why the Crown established a forest on the Aupouri Peninsula in a 1987 Crown-commissioned study entitled 'Aupouri Forest: Getting

⁵⁷ Des Ogle on Rigby commission (May 1999)

⁵⁸ Ogle Chronology p. 3

⁵⁹ Sexton, Aupouri Forest p. 5

⁶⁰ Des Ogle, Oral history interviews (November 1998, July 1999); Ogle, *Beyond the Stump*, pp. 1-18

Under Way & After'.⁶¹ In this 'Aupouri Forest' retrospective, Sexton put environmental factors as foremost in the establishment of the forest. He called for:

the recognition of a very simple truth: *If the flow of sand, from west to east, was not halted the two oceans would soon be linked by a desert of drifting sands.* The people of the land, and indeed of all New Zealand would suffer an immense loss, not only of useable land capital[,] but also of environmental and social amenities . . . [emphasis in original]⁶²

Sexton believed that the human inhabitants of the peninsula had failed to protect its fragile ecosystem. He identified uncontrolled burning and overgrazing, as well as uncontrolled recreational fishing, camping and shooting, as environmental hazards. He went on to state:

These problems could only be solved by enlisting the help and cooperation of all groups, and to convince them of the benefits, present and future, which would accrue from having a stable sandhill forest as part of their community.⁶³

Sexton believed Wellington (and Ngata, in particular) had ignored the needs of the peninsula that Tirakatene had described as a 'distressed area'. He believed Tirakatene's personal friendship with Rikihana Etana established the vital link between Te Kao-Te Hapua and Wellington that made the founding of the forest possible.⁶⁴

Sexton believed that the provision of employment for local labour was also important. He wrote under the heading 'Labour':

One of the original intentions in the establishment [of the forest] was to provide employment for local labour, and over the years this intention has been realised . . . This local labour policy has played no small part in confirming that the forest is an integral part of the community.

Then, writing reflectively in March 1987, Sexton headed the next section 'Where Now'. It read:

The forest was started with simple objectives: Stabilize the sands so that a large forest can be planted to bring in it's [sic] wake employment and prosperity to the community.

⁶¹ According to Ogle (who kindly supplied me with a copy of this study) the Ministry of Forestry commissioned this work 'after the NZ Forest Service was overtaken by the Forest[ry] Corporation'. With all respect to Des, the date of the study (March 1987) contradicts that statement. The Crown disestablished the NZFS and established the Forestry Corporation on 1 April 1987. Ogle note on title page of Sexton, Aupouri Forest

⁶² Sexton, Aupouri Forest, p.1

⁶³ Sexton, Aupouri Forest, p. 4

⁶⁴ Sexton, Aupouri Forest, pp. 5-6

Although Sexton and Ogle tended to discount the importance of economic factors behind forest establishment, both knew that generations of Maori and Pakeha Northlanders had struggled to get their region the national attention it deserved. Northland forestry had always been a public issue with both political and economic implication. Far North politicians and local body officials had pushed for exotic forestry as early as the 1940s. Acheson and Hemi Manuera's 1944 visit to Wellington sought Crown assistance for local economic development initiatives.⁶⁵ During 1953, the Mangonui County Council raised the matter with its local MP, SW Smith. Smith, in turn, got Minister of Forests Corbett to encourage Director-General Entrican to investigate the economic and environmental feasibility of the project.⁶⁶ Tirakatene obviously felt the weight of local Maori support for the project during the second Labour government (1957–60). When the National Party regained power in late 1960, it soon felt the weight of Northland public opinion.

The new National Minister of Forests, RG Gerard, met with local government officials in Kaitia on 1 February 1961. Soon afterwards a Hokianga delegation appealed to him to consider sand stabilisation work at the North Head of Hokianga Harbour. Gerard understood that 'the provision of employment for the Maoris' was the major motivation for Hokianga forestry. On the other hand, he believed that the area north of Kaitia was a greater priority for the government, because there 'the Maoris are even more distressed than in the Hokianga County'. Gerard promised that government would give 'the question of Maori employment in the Far North . . . very careful consideration'. He indicated that previous government investments in farming at Te Kao and forestry at Ngataki had no 'appreciable effect on the problem'. He believed that a regional study looking at the integration of farming and forestry was required. He concluded stating that he would further investigate 'the question of the development possibilities of the Far North in order to see what can be done in the solution of this difficult problem'. The problem, as far as Gerard was concerned, was

⁶⁵ Rigby, *Muriwhenua North*, pp. 60–61

⁶⁶ Smith succeeded Corbett as Minister of Forests from 1954 until 1957. Perham to Kaikohe District Ranger 13 April 1956, BAOY 4229/33a

Maori unemployment.⁶⁷

Director-General Entrican had influenced Gerard to think of the Far North as an area requiring urgent attention. After having witnessed the poverty at Te Hapua when he accompanied Tirakatene there in 1958, the man who inaugurated New Zealand's second 'planting boom' in 1960 was about to end his extremely long and distinguished public career on a high note.⁶⁸ Early in his last year as head of the NZFS, Entrican drew to the attention of the Minister a strong Northland Chamber of Commerce appeal for government support for Northland forestry. He added that several other recent letters dealt with the 'impoverished state' of the Aupouri Peninsula, and 'the urgent need of finding jobs for the local Maori population'. He attached to his memorandum a letter proposing an inter-departmental feasibility study for Gerard's signature.⁶⁹

Gerard recognised the importance of the Chamber of Commerce support for large scale forestry development in Northland. He acknowledged this as one of 'quite a number of representations dealing with the impoverished state of the extreme northern peninsular, more particularly with a view to action being taken in order to provide employment for the local Maori population'. Gerard identified '80-100,000 acres' of sand dunes north of Kaitaia and over 50,000 acres of Te Paki Station land as having forestry potential. He stated:

To put in hand any worthwhile scheme would involve a very large amount of Government expenditure. So much so, that the first step in such a proceeding would be a critical economic survey of the possibilities of the region and the costs of developing it. This must be done by an inter-departmental committee and I will see to it that early consideration is given to this matter.⁷⁰

By 1962 the Crown had committed itself to a major investment in forestry on the Aupouri Peninsula. It did so for both environmental and socioeconomic reasons. Included in

⁶⁷ Gerard to EC Bott, Chairman, Hokianga County Council nd., BBAX 1124/527a

⁶⁸ Alex Entrican's influence on the founding of the modern New Zealand forestry industry has yet to receive proper recognition from historians. See, for example, Roche, *History of Forestry*, pp. 325-339

⁶⁹ AR Entrican (Director-General of Forests) to Gerard 21 March 1961, BBAX 1124/527a

⁷⁰ RG Gerard (Minister of Forests) to DN McKay (MP, Northland) 27 March 1961, BBAX 1124/527a

the socioeconomic reasons were cultural considerations. As Gerard had told a local government official in 1961, his government had to give 'the question of Maori employment in the Far North . . . very careful consideration'.⁷¹ In establishing the Aupouri State Forest, the Crown entered into a series of community agreements. Those agreements are the subject of the next chapter.

⁷¹ Gerard to Bott nd., BBAX 1124/527a

*Chapter four***COMMUNITY AGREEMENTS**

The establishment of the Aupouri State Forest (with approximately 20 per cent of it on Maori land) during the 1960s should be understood as part of an evolving social contract. Although a conservative National government ruled throughout most of the decade, it ruled in a manner that it believed to be 'for the public good', and for the good of all the public. Previously ignored remote rural areas, and Maori communities, began to receive more attention from Wellington. The 1960s National government upheld goals of sustaining full employment, diversifying the New Zealand economy, supporting rural development, improving the welfare of Maori communities, and providing better health and education service throughout the country.⁷² This was the essence of what can be referred to as an evolving social contract.

On the Aupouri Peninsula the National government's vigorous support for afforestation reflected its broad social and community commitments. Both outgoing Director-General Entrican, and incoming Auckland Conservator Sexton read the political signs, and seized their opportunities to put forestry higher up in the scale of national and regional priorities during 1961. In Sexton's 1960-61 annual report he noted that Far North 'local bodies and organisations' looked to the NZFS for 'improved economic conditions' up the Aupouri peninsula.⁷³ A year later Sexton reported his belief that a 100,000-acre forest along the peninsula could support 'an integrated wood utilisation industry . . .'. He proclaimed the national as well as the regional importance of such an ambitious undertaking.⁷⁴ Both Conservator Sexton and Forest Minister Gerard understood that any ambitious project required careful interdepartmental planning and public support. In early 1961 Gerard told the

⁷² The 'liberal' or 'social democratic' thrust of 1960s National policies is probably best captured in Barry Gustafson's National party history, entitled *The First Fifty Years: A History of the New Zealand National Party*, Reed-Methuen, Auckland, 1986.

⁷³ NZFS Auckland Conservancy, 'Annual Report for the year ended 31 March 1961' pp. 2/8, BBAX 1502/1

⁷⁴ NZFS Auckland Conservancy, 'Annual Report for the year ended 31 March 1962' pp. ½, BBAX 1502/1

new Northland MP, DN McKay, that because the project 'would involve a very large amount of Government expenditure', and therefore require inter-department cooperation and planning. Sexton added two years later that the NZFS and other Crown agencies would have to develop 'a very sound case for better land use . . . [to support large scale] industry and *full employment* . . .' on the Aupouri Peninsula [emphasis added].⁷⁵ Gerard and Sexton both believed that the Crown functioned as the leading economic development agency in such remote rural areas.

J Ralph Hanan, the National government Minister of Maori Affairs, also supported coordinated Crown social and economic initiatives. Early in 1961 he gave Gerard his support for 'sand dune reclamation and afforestation work in the vicinity of the Parengarenga Maori Land Development block . . .' Gerard, in reply, cited 'the impoverished state' of the Aupouri Peninsula, and 'the urgent need of finding jobs for the local Maori population'. He informed Hanan that 80,000-100,000 acres of Crown, Maori and private land there could be planted, and adjacent areas could be developed for pastoral purposes. This, Gerard believed, should be the subject of a joint, inter-departmental feasibility study.⁷⁶

Crown sponsored economic planning during the 1960s pursued both social and cultural goals, particularly in relation to predominantly Maori communities. The NZFS contribution to the evolving social contract in the Far North shines through in Joseph Levy's major planning report, commissioned by Sexton in 1964. Levy had already shown the quality of his planning skills as a young forester advising Tirakatene during the late 1950s.⁷⁷ His 1964 report to Gerard entitled 'Forest Development Potential - Mangonui and North Hokianga' gave the Minister valuable speech notes for his 4-5 February 1965 visit to the Far North.

Levy's seven page report began: 'The continuing depopulation of [the Far North] . . .

⁷⁵ Gerard to McKay 27 March 1961; Sexton memo on 'Northern Regional Development' 18 Nov. 1963, BBAX 1124/527a

⁷⁶ Gerard to Hanan 15 May 1961, F 1/17/1

⁷⁷ JW Levy, 'Report on Houhora Sand Reclamation Scheme' 29 Aug. 1957, cited in Ogle Chronology p. 2

particularly due to the movement of Maori population to urban areas of employment is causing local concern'. Extensive sheep farming, though economically feasible, did not appeal to Maori communities because it 'cut right across the traditional [Maori] social and cultural life . . .' He believed that forestry could employ eight times the number of people that sheep farming could, and had proven a success among Maori communities in the Bay of Plenty.

Levy reported that, according to 1961 census returns, Maori constituted 37.75% of the total Mangonui county population (3,876 out of 10,269), and 56.44% of the Hokianga county population (3,389 out of 6,006). He quoted anthropologist Joan Metge's 1964 study of Maori migration, indicating that she had demonstrated that a high proportion of Maori had already left the Far North for Auckland. She argued that rural over-population 'in relation to land resources [was] . . . the root cause' of this urban drift, and that Maori migrants retained close links with their rural communities. Levy concluded that forestry could provide employment for return migrants.

Moreover, Levy believed the lease of Maori land for forestry could reverse the trend of increasing alienation of Maori land, as well as providing vital rural employment opportunities. Levy estimated that the employment potential of the ASF could be as high as 1,000 workers. If further planting could be carried out further south, and a processing plant was established, forestry could employ as many as 2,000 people in the Far North. He therefore concluded:

that sheep farming cannot solve the depopulation problem, nor can it preserve the traditional pattern of life of the Maori people who comprise the majority of the Hokianga population and a substantial proportion in Mangonui. Forestry can do both these things.⁷⁸

Levy's report appears to be a classic statement of the 60s social contract. The Crown had an obligation to predominantly Maori rural communities to stop urban drift. It could shape rural development in culturally specific ways. He believed that forestry could support Maori cultural, social and economic life in a way that pastoralism could not. In putting forth his case,

⁷⁸ Assistant Conservator JW Levy, 'Forest Development Potential —Mangonui and North Hokianga', encl. in Sexton to HO 18 Jan. 1965, BBAX 1124/527a. The Joan Metge study cited by Levy was entitled *A New Maori Migration: Rural and Urban relations in Northern New Zealand*, London School of Economics Monograph on Social Anthropology No. 27, London, 1964.

Levy applied the ideas of Joan Metge. He read her first major monograph before most of her university colleagues had. In effect, Levy used 'A New Maori Migration' as a plank in the platform of the 60s social contract.

Levy's superior in Auckland, Mick Sexton, undoubtedly encouraged his social contract advocacy. Although Levy and Sexton were more proactive than their superiors, they did not depart significantly from the 'conventional wisdom' of the post-Entrican NZFS Head Office in Wellington during the 1960s. The Head Office file on 'Aupouri State Forest 1961-1963' began with a handwritten partially damaged note dated February 1961. This first file note, entitled 'Forested Areas - Far North' proposed that 'Te Paki Station should be taken out of private ownership' to allow for forestry:

It is also high time something was done about the 90 mile beach sand dune areas.

There is also much derelict or near derelict Maori land.

There is an impoverished Maori population.

Could we recommend to the Minister that a departmental committee be set up with instructions to do something — decide on the future use of the land & see their decisions are implemented [?]⁷⁹

In response to this proposal, AD McKinnon, the head of the NZFS Management Division, wrote:

Land use in the area between Kaitaia and Spirits Bay is no simple matter. It should be [considered] as a whole rather than in piecemeal fashion.[I recommend] that a competent inter-departmental committee . . . [including officials from] Lands, Agriculture, Soil Bureau, Works and Forest Service . . . develop a [corporate] land use plan on a long-term basis. This Committee should have clearly [defined] terms of reference.⁸⁰

Head Office assigned the task of convening the inter-departmental planning committee to MJ Conway, (a Director-General during the 1970s) and it included Joe Levy. Conway reported a 7 August planning meeting in Auckland attended by NZFS, Lands and Survey, Maori Affairs, and Ministry of Works officials. On the question of policy, he indicated:

Concern has been expressed at Government level over unemployment of the Maori population from Kaitaia northward . . . It is recognised that in due course a special scheme for the far north . . . will need to be considered: it will be based to some extent on considerations other than building up the exotic timber resource.

⁷⁹ TJL? to AD McKinnon [head of Mgmt Div- then no. 3 in NZFS] 13 Feb. 1961, F 6/1/187

⁸⁰ McKinnon to 'Secretary' and Asst. Director-General 22 Feb 1961, F 6/1/187

Conway quoted the 1960-61 NZFS Annual Report that Auckland metropolitan timber 'shortages' would 'compel increased planting to the north . . . [particularly] on the large area of sand at Houhora (Ninety Mile Beach)'. He also quoted a Head Office memo dated 5 Dec. 1960 which called for a postponement of the project because poor local port facilities limited its export potential. He advised against postponement, stating:

The greater part of the land has been handed over to the Forest Service at no cost whereas land elsewhere will mostly have to be purchased. The Forest Service will be looked to for sand stabilisation to prevent encroachment onto private land and on to State farm schemes. Once stabilisation commences it has to be on a large scale and it will be in our interests to plant trees thereafter on an equally large scale to counter proposals for alternative use. The unemployment problem, although possibly overemphasised, cannot be ignored.

Conway's 'Long Term Programme' contemplated a 60,000 acre *radiata* forest on a 40 year rotation which 'would give an [average] annual planting rate of 1,500 acres'. This would allow the full 60,000 acres to be planted by 2000.⁸¹ Conway indicated that his 60,000 acre proposal with ambitious annual planting targets 'would have a three-fold advantage:-

- (a) employment of Maori labour in a 'drift to the towns' locality
- (b) stabilising of sand on a large front to protect private and State farm development schemes.
- (c) early establishment of an industry based initially on substantial supplies of young wood, and later on a sustainable yield of forest products for overseas markets.

Conway went on to describe the ASF as destined to become 'one of the four or five largest in the country'. Although he anticipated difficulties in the establishment of port facilities, he believed that planting the dunes was 'straightforward'. The NZFS would 'reap a great deal of benefit if it could announce the broad outlines of a major scheme for the relief of unemployment and for the prospect of industrial prosperity for a part of the country which . . . is largely undeveloped'. Therefore, Conway strongly recommended 'special financial provision . . . for the early commencement of the project . . .'⁸²

Lindsay Poole, Entrican's successor as Director-General of Forests, initially balked at

⁸¹ 'Development of S.F. 187 at Ninety Mile Beach', encl. in MJ Conway (Asst. Conservator, Auckland) to Sexton 16 August 1962, F 6/1/187

⁸² Conway (for Sexton) to Head Office 3 Oct. 1962, F 6/1/187

the prospect of such an ambitious undertaking. F Allsop, Poole's leading cost accountant, carefully analysed its financial implications. Allsop costed the project at £2250 for 1962-3; £12,300 for 1963-4; and £13,350 per annum for 1964-8. These costs were largely for marram and lupin stabilisation, and for top dressing. Once tree planting started at 1,000 acres per annum in 1968-9, costs were projected to increase to £29,500 per annum, increasing further to £36,500 from 1972-3 onwards.⁸³ As already indicated in the previous establishment chapter, Poole took this careful costing as his bureaucratic green light. Assured of broad-based local and national political support, he minuted Allsop's file note:

This can now go ahead on the basis of sand fixation plus a small planting programme.⁸⁴

In effect, Poole's decision to give Aupouri the green light was a bureaucratic endorsement of the 1960s social contract. The NZFS treated all new forests as investments in the future. Labour and materials invested in the establishment of the ASF could not yield a substantial financial return until the turn of the century when the first crop matured. Poole authorised the necessary expenditure because he had broad-based political and community support. But when he approved the project it was still the 'Ninety Mile Beach Forest'. It took a special kind of community agreement to make the forest the 'Aupouri State Forest'.

The origins of the forest name are highly significant. Both the official NZFS historian, Vern Sale, and Des Ogle, believed that the Maori champion of the forest, Rikihana Etana, named it.⁸⁵ They are only partly correct. Etana certainly proposed the name, but Mick Sexton won Poole's support, and without that support the forest would not have been named Aupouri. The sequence of Sexton's struggle to name the forest Aupouri reveals his belief that it was to be of special significance to Maori communities. On the question of naming the forest, Sexton met with Etana in Te Kao during September 1962. He reported that Etana 'will continue discussing [the name] with his fellow elders and let us know their wishes in the

⁸³ 'Ninety Mile Beach Forest', encl. in F Allsop [Asst. Director, Forest Mgmt, HO] 'File Note' 12 Oct. 1962, F 6/1/187

⁸⁴ Poole minutes 18 Oct., 22 Nov. on Allsop, 'File Note' 12 Oct. 1962, F 6/1/187

⁸⁵ Vern Sale, *Forest on Sand: A History of the Aupouri State Forest*, New Zealand Forest Service, Wellington 1986, p. 34-35; Ogle comments on Rigby commission (May 1999)

matter. He felt that the tribe would be greatly honoured if Aupouri was adopted'.⁸⁶

Etana reported that at a meeting of Te Kao elders on 24 October they 'endorsed and approved your suggestion that the name "Aupouri Forest" is appropriate for the proposed forest. It would enhance and keep alive the name of our tribe'. Etana hoped that Sexton would 'put before your Minister of Forests the name which we have chosen'. In communicating Etana's letter to Wellington, Sexton reported that he had 'been looking into this [naming] matter for almost a year', and that he had talked to a number of people in the North about it. He favoured Etana's choice of Aupouri, and hoped the Minister would too.⁸⁷

Allsop continued to favour the name 'Ninety Mile Beach Forest', on the understanding that Poole preferred it. Poole, however, minuted Allsop's memo on 22 November (the day he authorised the commencement of NZFS operations at Aupouri) that:

There are a number of reasons for selecting the name Aupouri. Mr Sexton has looked into these carefully so I have approved the name.⁸⁸

Poole indicated that the new forest 'will have a dual role - stabilisation of sand dunes . . . and production of timber', without mentioning social goals. He went on, however, to describe the 'long history of Maori settlement' in the area. Sexton, he reported, had discussed the name of the forest with the elders of Te Kao. They wanted the name 'Aupouri' to enhance and keep 'alive the name of their tribe'. Poole, therefore, recommended that Gerard approve the name, and express his appreciation in a letter to Etana (already drafted for his signature).⁸⁹

In his official letter to Etana, Gerard agreed with the choice of the Te Kao elders on the name of the forest. He approved the name of the 'Aupouri Forest':

The great forest that will arise will be both a memorial to those who have gone before, and an inspiration to those now living. It is I think particularly fitting that such a living and growing thing

⁸⁶ Sexton to Head Office 21 Sept. 1962, F 6/1/187

⁸⁷ Etana to Sexton 26 Oct. 1962, encl. in Sexton to HO 31 Oct. 1962, F 6/1/187

⁸⁸ F Allsop to Poole 5 Nov. 1962, F 6/1/187

⁸⁹ Poole to RG Gerard (Minister of Forests) 14 Jan. 1963, F 6/1/187

as a forest should carry on an honoured name.⁹⁰

Etana expressed his appreciation. He wrote that his people 'naturally have cause to be jubilant', and that he believed 'the forest will be of lasting benefit, not only to the people living here but to the country as a whole'.⁹¹

The Aupouri State Forest became the only New Zealand exotic forest named in honour of a tribal community. It became also probably the only state forest to also get a Maori logo, *Me mahi tatou, kia kaha te iwi* (To strive together for strength in unity), which is the subtitle of this report. According to Ogle, he consulted the Te Kao elders about this logo and had it inscribed on a simple piece of native timber at the Te Kao Division headquarters of the forest. It so happened that the Te Kao headquarters served the Maori-owned portion of the land upon which the Aupouri State Forest was planted. The logo, therefore, represented the NZFS commitment to serving Maori, and the Maori commitment to working for the common good.⁹²

Maori were not the only people working for the common good in the Far North. A wide range of community organisations also supported the ASF. In September 1963 word leaked out of Wellington that financial stringency meant the NZFS had cut back its ASF marram and lupin planting targets for that year. Sexton, on hearing this, rang Poole to let him know that both Prime Minister Holyoake and Logan Sloane MP had made recent press statements about Aupouri. Poole told Sexton that he would discuss this with Gerard 'because as far as Head Office was concerned, the policy was to go slow on the development of this forest. If, however, Government wanted to make rapid progress we would need additional finance'.⁹³

Further community action followed. In November 1963, LG Thompson, the Mayor of Kaitaia, expressed concern to Finance Minister Harry Lake, on behalf of a delegation including the chairman of the Mangonui County Council, the chairman of the Kaitaia Cooperative Dairy

⁹⁰ Gerard to Etana 22 Jan. 1963, F 6/1/187

⁹¹ Etana to Gerard 29 Jan. 1963, F 6/1/187

⁹² Appendix II in Sexton, Aupouri Forest (March 1987); Des Ogle, Oral history interview (13 July 1999)

⁹³ Poole file note 27 Sept. 1963, F 6/1/187

Co., and the president of the Kaitaia Chamber of Commerce, that financial stringency meant that the NZFS was unable 'to ensure continuous planting' at the ASF. He indicated that the Far North community believed that the government and the NZFS had an obligation to establish a 100,000 acre forest that would:

- (a) Increase the national wealth and add to overseas earnings.
- (b) Provide employment for the Maori people and arrest the drift to the Cities.
- (c) Complement the Dairy and Wool industries.
- (d) The associated industries and services would offer suitable employment for our higher educated young people.⁹⁴

The leading Northland newspaper joined in a community campaign to force the government to allow the NZFS to create a 100,000 acre forest in the Far North. The *Northern Advocate* editorial of 15 November 1963 entitled 'Bushed in the Aupouri Forest' began:

It is frankly incredible that the New Zealand Forest Service should be starved of finance to develop the planned pine forest on the Aupouri peninsula.

The *Advocate* reported that NZFS Director-General Poole told a Kaitaia audience in October that he could fund only 20,000 acres of new planting throughout New Zealand. A Kaitaia delegation expressed consternation about this to Finance Minister Harry Lake in Wellington on 13 November. Thompson indicated in his letter about this to the Minister of Forests (Gerard) that he had previously sent him 'a copy of our submissions to the Hon Minister of Finance'.⁹⁵

Soon Logan Sloane, the new National MP for Northland, added his support to the community campaign. He telegraphed Gerard on 18 November the following message:

Poole[']s statement re lack of funds for forestry most unhelpful. Can you issue statement [?]⁹⁶

This apparently prompted Gerard to talk to the Prime Minister, because three days later an article appeared in the *Dominion*. The article entitled 'Punch in Forestry' began with Prime Minister Keith Jacka Holyoake quoted as saying:

Auckland initiative was largely responsible for the punch behind the rapidly expanding forest industry . . . [It] was one of the real success stories in the country's drives for new export markets,

⁹⁴ LG Thompson (Mayor, Kaitaia) to Hon H Lake (Finance Minister) 12 Nov. 1963, F 6/1/187

⁹⁵ *Northern Advocate* 15 Nov. 1963, encl. in LG Thompson (Mayor, Kaitaia) to Gerard 19 Nov. 1963, F 6/1/187

⁹⁶ Logan Sloane to Gerard 18 Nov. 1963 (tel.), F 6/1/187

During the following year Rata communicated a 3 June 1963 resolution of Te Kao residents requesting Gerard to allocate funds to allow the planting of the Parengarenga west dunes to begin in 1965. This would 'not only afford protection to the developed [grassed] areas, but would also ensure employment for the local people who are in need of it'. Gerard informed the member for Northern Maori that the ASF was still in its early stages of development. 'To attempt to force the pace at this stage would, I think, be unwise . . . During this [stabilisation] phase I think it preferable to concentrate rather than disperse the effort' at the southern end of the ASF. He predicted that 'in a few years time a second [northern] centre of activity could be considered'. Meanwhile, Gerard recorded, the NZFS had begun negotiating a Parengarenga west forestry lease with the Department of Maori Affairs.¹⁰² Again, in August, Rata also took up the 1000-acre target issue, and Gerard had to inform him in writing that the NZFS had given 'an assurance that it is intended to plant the whole area' in marram.¹⁰³

The Mangonui County Council was also very active in holding the Forest Service to its part of the social contract. The Council reminded Gerard in mid 1964 that during a recent visit he had informed them that the NZFS would plant 1000 acres of marram that year. 'However according to [local] information . . . nothing like 1000 acres will be planted . . .' The Council, therefore, sought clarification. In reply to this letter Gerard had to confirm that the 1000-acre marram planting target was correct. He reaffirmed:

It is not intended to reduce the scale of planting at Aupouri and . . . dune stabilisation will be followed by tree planting as fast as circumstances permit.¹⁰⁴

The Council gratefully acknowledged the assurance of the 1000-acre target. During 1964 Des Ogle had taken councillors on an inspection of the stabilisation work. Although councillors were 'most impressed with what has been achieved' to date, they were 'concerned that under the present rate of progress it will be nearly 40 years before stabilisation is complete . . .' Accordingly, the Mangonui County Council recommended a 'substantially increased' planting programme 'to

¹⁰² Matiu Rata MP to Gerard 10 June 1964; Gerard to Rata 23 June 1964, F 6/1/187

¹⁰³ Gerard to Rata 10 Aug. 1964, F 6/1/187

¹⁰⁴ County Clerk, Mangonui County Council to Gerard 29 June 1964; Gerard to County Clerk, Mangonui County Council 28 July 1964, F 6/1/187

provide for complete stabilisation of the forest area within twenty years'.¹⁰⁵

Ogle also promoted an appreciation of the value of the forest among local Maori. He described progress at the southern end of the ASF during 1963-4 in a September 1964 letter to Te Kao community leader, Wiki Karena. He reported to Karena that during 1963 nineteen men planted 1,100 acres of marram grass during the three month winter season, and a 'local Maori youth' who was trained to machine plant *pinus radiata* had established approximately 90 acres of young trees. During 1964 the planting season extended to five months and the labour force expanded to 34 (21 Maori and 13 Pakeha). These people were able to establish 2,000 acres of marram and to plant 380 acres of *pinus radiata*. Ogle evidently wrote this letter immediately after showing a Te Kao delegation the progress at the southern end of the forest.¹⁰⁶

Ogle took a Te Kao group (including LP Riki, Waiari Matiu, Hopa Paraone, Wiki Karena, and Kaaka Wiki) on a site inspection of the southern stabilisation work (the Hukatere division) in September 1964. The group were most impressed with the work and wanted answers to several questions from the Minister in Wellington regarding the future of the ASF. Their first question was: 'Are there any Forestry Schools open that could give the necessary training to any of our more capable children?' Two more training questions followed from the first. They asked whether Mick Sexton could visit the area 'to answer the many questions we have . . .?' Finally, they asked about financial provision for the expansion of the ASF, and about whether the NZFS planned to invest in housing for its workers.¹⁰⁷

Gerard's letter to Rata in reply to LP Riki's question in his 20 September letter, dealt with the financial query very briefly. The NZFS had allocated £19,000 for operation at ASF during the financial year ending 31 March 1965. He assured Rata that the NZFS could arrange for Sexton to visit the area to explain matters further. On the question of training schools, Gerard indicated that there was a Woodsman school at Kaingaroa (in the central North Island), a Ranger school at Rotorua, and Forester training was a full university course. He expressed regret that the NZFS

¹⁰⁵ County Clerk, Mangonui County Council to Gerard 25 Sept. 1964, F 6/1/187

¹⁰⁶ DS Ogle (Officer-In-Charge, ASF) to W Karena 3 Sept. 1964, F 6/1/187

¹⁰⁷ LP Riki to Rata 20 Sept. 1964, F 6/1/187

lacked a single Maori Forester. He concluded: 'I hope that this will not always be so, as it seems to us that the Maori people have much to offer in developing forestry in New Zealand'.¹⁰⁸

NZFS Head Office in Wellington took its obligations to train Maori in forestry very seriously. In briefing the Minister with regard to the Te Kao group's questions about forestry training, an NZFS official named Kenderdine (in a handwritten memo) wrote that the NZFS was interested in attracting Maori recruits to Woodsman (school leavers), Ranger (School Certificate required) and Forester (University entrance required) training schools. He reported:

We have had many good Maori boys through our Woodsman schools & some of them are earning promotion through the Ranger grades.

Not many Maori boys apply for appointment as Ranger trainees, and we would like to see more coming forward. We have been looking for several years for a suitable Maori to take professional training to become a forester[,] but although there must be some with the desired education & ability they do not come to us. We would bend over backwards to get a Maori Forester.¹⁰⁹

While the NZFS was prepared to expand its operations in Northland, it got plenty of good press. Conversely, anything that smacked of retrenchment was immediately condemned in the local media. The editor of the *Advocate* criticised Director-General Poole in February 1965 for reportedly putting the South Island ahead of Northland in his planting priority areas. In reporting this to Sexton, Ogle indicated that Logan Sloane MP had told him that he would send a copy of this editorial to Gerard.¹¹⁰

The NZFS frequently used Sexton, as well as Ogle, as cultural diplomats. Derric Vincent, writing for the Kaitaia paper, the *Northland Age* in 1966, stated that 21 'elders of the Aupouri Tribe' met Conservator Sexton who explained the Aupouri project 'which could transform the Farthest North in the next generation'. He predicted the building of a processing plant and a deep-water port to handle production. He announced that the Ministry of Works considered turning Rangaunu Harbour into a giant '36 square mile freshwater lake' to supply the processing plant. The Aupouri elders expressed amazement when shown planting progress by Sexton and Ogle at

¹⁰⁸ Gerard to Rata 21 Oct. 1964, F 6/1/187

¹⁰⁹ CND[?] Kenderdine to N Brailsford 12 Oct. 1964, F 6/1/187

¹¹⁰ *Northern Advocate* 25 Feb. 1965, encl. in Des Ogle to Sexton 1 March 1965, BBAX 1124/527a

Hukatere. They asked Sexton to convey their thanks to Gerard for what the NZFS had done during the past two years.¹¹¹

Director-General Poole was not averse to 'think-big' projects in the Far North. Poole inspected the mouth of Rangaunu Harbour together with Sexton, RG Lawn (District Ranger, Kaikohe), and Ogle on 28 October 1966. They felt that the MOW proposal to dam it from Kaimaumau to near Puheke was a feasible one. They also felt that Whangaroa was the most likely site for a deep-water port.¹¹² Of course, these well publicised 'development plans' could only raise local expectations on the forest's future employment possibilities.

1966 was a notable year in Northland's colourful political history, because that year the Social Credit candidate Vernon Cracknell managed to defeat the sitting National member, Logan Sloane, in the general election. Well before the election, the Mangonui Social Credit branch conveyed Cracknell's appreciation to the NZFS for the way in which Des Ogle conducted a tour of the ASF for him just before Christmas 1965. The secretary of the branch wrote:

He is very impressed with the programme and [he] can envisage the important part that the forest will play in the progress of the district and the Nation.¹¹³

True to his word, Cracknell in 1968 called for an increase in the ASF planting programme. He believed that the 1,000 acres per annum target should be increased to 2,000 acres before it was scheduled to reach that target in 1970. He stated that 'unemployed men would be very much better off in the forest than being on [the] dole in the cities'. District Ranger Lawn evidently provided Cracknell with this information.¹¹⁴

Community agreements promoting the ASF often grew out of close personal friendships. Ogle counted Sloane as a friend. Lawn was obviously on personal terms with Cracknell. Such

¹¹¹ *Northland Age* nd [probably Sept. 1966], BBAX 1124/5227b

¹¹² AL Poole, Diary notes 27 Oct.- 1 Nov. 1967, BBAX 1124/5227b

¹¹³ Sec. Mangonui Sub-branch, Social Credit Political League to RG Lawn (NZFS Kaikohe) nd. (Receipt stamped 4 Apr 1966), BAOY 4229/33

¹¹⁴ *Northern Advocate* 2 April 1968, BBAX 1124/5227b

relationships might be frowned upon in the bureaucratic world of the 1990s, but, according to Ogle, nobody questioned them in Northland during the 1960s.¹¹⁵ Rikihana Etana and Mick Sexton developed an especially close personal relationship as revealed in mid 1966 correspondence. In a July letter Etana expressed to Sexton 'my people's sincere and grateful thanks for your untiring efforts in getting the [Parengarenga division] scheme started. Maori Affairs District Officer Laurence and Maori Land Court Judge Nicholson agreed 'that it was ideal' for forestry, and unsuitable for farming. Etana concluded, stating to Sexton 'you may rest assured of our full cooperation . . . concerning the afforestation scheme'. Sexton's reply the following month showed how devoted he was to the welfare of Te Kao and Te Hapua people. He wrote:

Thank you for your [22 July] letter, I am happy to hear that your people have decided to lease a further area to the Forest Service so that the Aupouri Forest can grow even bigger.

Like you I have great hopes that this forest will play a very big part in the development of the north and will help greatly in increasing the prosperity of the Aupouri people.

The next time I am in Te Kao I will call to see you.¹¹⁶

Ogle developed this kind of relationship with the Te Kao community leaders who evidently regarded him as the Forest Service's replacement for the fondly remembered Judge Acheson.¹¹⁷ For example, in 1967 Wiki Karena expressed the appreciation 'of the Aupouri people of Te Kao' to the NZFS for their construction of the road to Waka te Haua (or Maunganui Bluff) and for their willingness to open it to the public during the holiday season. He stated that AH Watt was particularly impressed. He 'commented that in a few years hence we will not be looking at sand but [at] green vegetation'.¹¹⁸

During these years other Forest Service officers took their community responsibilities very seriously. These included production and employment responsibilities. In mid 1968 District Ranger Bob Lawn recorded that the NZFS had planted a total of 5,000 acres in marram, and 2,488

¹¹⁵ Des Ogle, Oral history interview 13 July 1999)

¹¹⁶ Rikihana Etana to Sexton 22 July 1966; Sexton to Etana 2 Aug. 1966, BAOY 4229/33a

¹¹⁷ Jesse Everitt, Oral history interview, 12 July 1999. On Frank Oswald Victor Acheson's Te Kao legacy, see the forthcoming biography by his great-nephew, John Acheson.

¹¹⁸ W Karena to Des Ogle 4 Jan. 1967, BAOY 4229/33a

acres in pine at the ASF. There it employed 7 staff and 25 workmen.¹¹⁹ Soon afterwards the editor of the *Advocate* stated that it was 'refreshing to hear the Auckland conservator of forests restate his confidence in Northland's forestry future'. He stated that Northland held 'the greatest forest potential in New Zealand'. The editor called on Duncan McIntyre, the new Minister of Forests, 'to support [Sexton] . . . and lay the foundation for a vast extension' of Northland forestry.¹²⁰

Ogle's memory of the community agreements associated with the ASF centre on verbal agreements regarding Maori employment. In commenting on my commission, he wrote in May 1999:

One of the verbal agreements confirmed by both the Minister and the Conservator [Sexton] was that every effort would be made to employ local Maori people. This agreement was fully kept to during the time [1963-1982]. I was the Officer in Charge of Aupouri.

He went on to name some of the key Maori negotiators with the NZFS as Rikihana Etana, Andrew Rollo, Wiki Karena, John Everett, Waiare Matiu, Nick Conrad, Hapa Brown and Harry Kapa. He then stated:

I do not recall any explicit agreements with [Maori] representatives, as named above, other than (1) the promise of employment of as many local people as were available. (2) The creation of a sub-division of Aupouri Forest, with a subheadquarters at Te Kao.¹²¹

On the community agreements implicit in the founding of the ASF, perhaps the last word should go to Sexton. In 1987 he wrote that the environmental and economic problems which the forest was designed to deal with, could be solved successfully only by community cooperation. He believed the NZFS, led by Ranger Ogle, convinced the people of the Far North that the ASF was 'part of their community'.¹²² He went on:

It is because of this success [of the community cooperation] that the forest exists . . . not only as a large national resource of wood[,] but more importantly as a forest of the people. A forest binding together the land with ethnic, social, political and business groups into an entity, a forest belonging to all the

¹¹⁹ RG Lawn report (discussed with Cracknell 2 April 1968), BBAX 1124/5227b

¹²⁰ *Northern Advocate* 18 July 1968, BBAX 1124/5227b

¹²¹ Ogle, comments on Rigby commission (May 1999)

¹²² Sexton, Aupouri Forest, pp. 4-5. The official NZFS history of Ogle's 19 year contribution at Aupouri is entitled 'The People's Forest'. Sale, Forest on Sand, pp. 36-44

people whose interests are indivisible.¹²³

The forest, according to Sexton, brought forth:

First: A return of the people to their homeland.

Second: A realization by everyone that the forest is an integral part of the community.¹²⁴

As a result, the main Crown officials who established the ASF believed they did so as a community service in concert with the broad Far North community, and conveyed that view to local Maori. Although they saw the forest as a service to both Maori and Pakeha members of this broad community, the naming of the forest revealed a special commitment to the predominantly Maori community on the Aupouri Peninsula.

¹²³ Sexton, Aupouri Forest, p. 6

¹²⁴ Sexton, Aupouri Forest, pp. 8-9

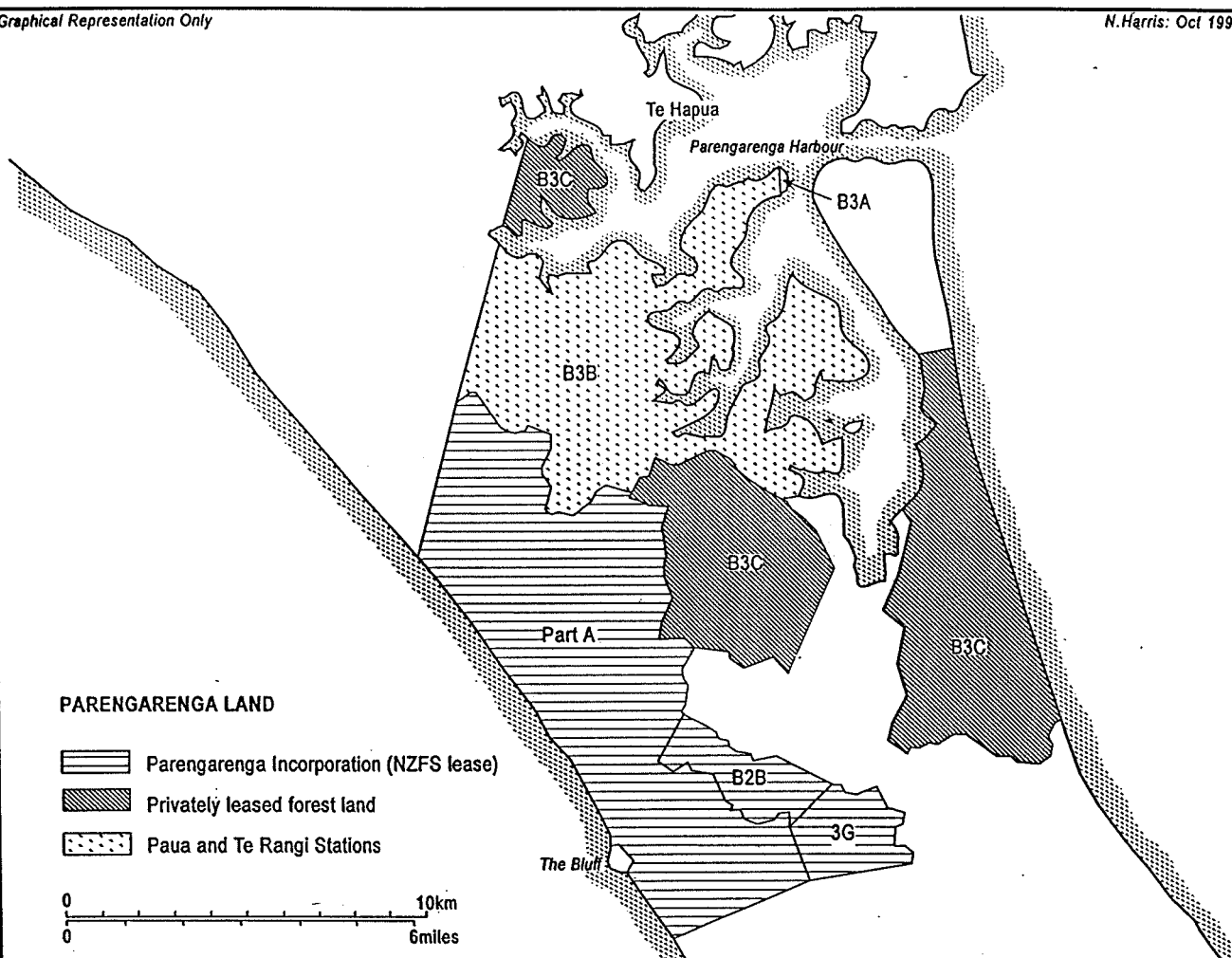
*Chapter five***THE PARENGARENGA LEASE**

A vital historical feature of the Aupouri State Forest, with major Treaty implications, is that it became on 18 December 1969 a partnership between the Crown and Maori. In December 1969, the National government's Minister of Forests, Maori Affairs, Lands and Valuation (Duncan McIntyre) signed an agreement that made approximately 16,000 acres of Maori land north of Te Arai Point an integral part of the ASF. It remains part of the ASF today, even though the Crown failed to persuade the Parengarenga owners to participate in the Juken Nissho cutting rights regime introduced in 1990. Today all production activity in the Maori-owned Parengarenga part of the ASF is directed by the Crown's Ministry of Agriculture and Forestry. During the 1990s the Maori owners consistently refused to sell their cutting rights to the company which bought those in the rest of the ASF.¹²⁵

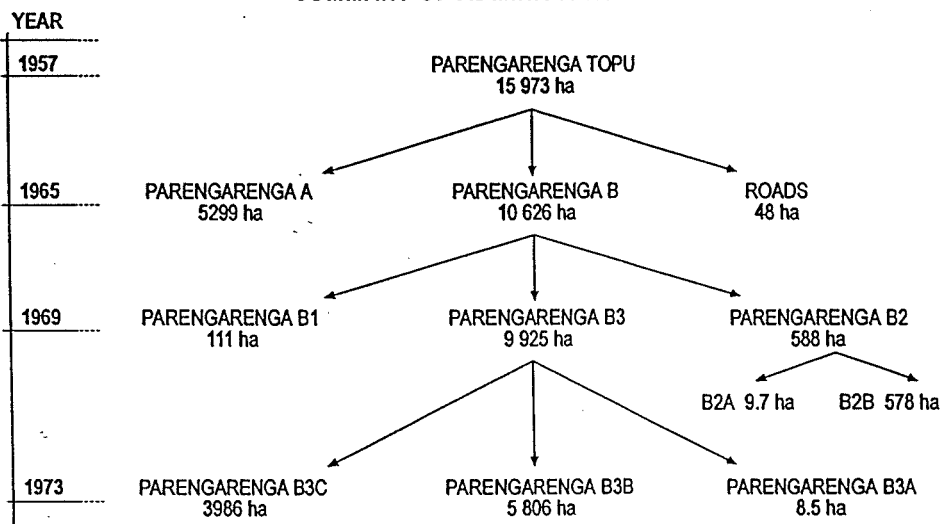
The title history of the Maori land within and adjacent to the ASF is summarised in Figure 2, 'Parengarenga Land'. This map, and the associated chart, show how the bulk of the sandhill country along the Ninety Mile Beach was divided from the original 15,973-hectare Parengarenga Topu. Parengarenga A owners formed an incorporation by order of the Maori Land Court in 1965. Eventually, with two smaller areas (B2B and 3G) they leased a total of 6,722 ha. to the NZFS. Maori owners of the balance of the original Topu leased a 3,986 ha. area to private forestry companies in 1979, and the Crown took over control of what became known as Paua and Te Rangi Stations (B3B, totalling 5,806 ha.) for pastoral development. Only in 1988 were these stations returned to full Maori ownership and control.

The story of the negotiation of the NZFS Parengarenga lease is very much Treaty history. It is about Crown officials negotiating with Maori an agreement that would make the latter partners in the ASF. The founders of the lease were, unsurprisingly, the principal local founders of the ASF. According to NZFS files, Rikihana Etana met with Mick Sexton on 5 September 1962 'To discuss cooperation with his people during establishment of forest on the areas recently taken

¹²⁵ Jesse Everitt, Oral history interview (12 July 1999); Peter Gorman (Min. of Agriculture and Forestry), personal communication (29 June 1999). I am indebted to both Jesse and Peter for this information.



SUMMARY OF ADMINISTRATION/CONTROL



- 1 Parengarenga A (5 254 ha) : administered by Parengarenga A Incorporation, leased to NZ Forest Service.
- 2 Parengarenga B1 (111 ha) : owned by J Everitt.
- 3 Parengarenga B2A (10 ha) : owned by R Subritzky
- 4 Parengarenga B2B (578 ha) : included with Parengarenga A Incorporation.
- 5 Parengarenga B3A (9 ha) : Maori owned recreation reserve administered under the Parengarenga A Incorporation.
- 6 Parengarenga B3B (5 806 ha) : Crown controlled prior to 1988, Paua and Te Rangi blocks.
- 7 Parengarenga B3C (3 986 ha) : Maori owned, Section 438 Trust - leased to AHL (3 279 ha), and Northern Pulp Ltd (813 ha).

over' by Maori Affairs and Lands and Survey for development purposes. Sexton reported to the Auckland Commissioner of Crown Lands that Etana 'appeared to be in favour of long term leases of the sandhills. I [Sexton] made it clear to him that any land dealings must go through your [Lands] department'.¹²⁶

Sexton's motivation in getting Maori to be partners in the ASF was plain to see. Such a partnership was consistent with his assiduous promotion of the forest as 'part of their community'.¹²⁷ It was also necessary to plant trees on Maori land if the ASF was to grow to be the giant 100,000-acre forest Sexton planned earlier that year.¹²⁸

A Maori Affairs officer, PJ Brewster, reported that at the annual meeting of Parengarenga owners on 23 October 1963 at Te Kao, the subject of forestry came up.

The Maori people were quite keen on the idea of utilising the more sandy parts for tree growing and the provisions of the Maori Purposes Act 1962, which provides for long-term leases of Maori lands for afforestation, were explained to them.

Brewster told the owners that he would convey their expression of interest to the NZFS.¹²⁹

Poole 'had a long discussion' with Etana in Sexton's presence on 5 November 1963 regarding the sandhills of the Parengarenga development scheme. There forestry 'would serve a treble purpose'. It would 'give protection to farmlands, provide good employment for local labour and in the end bring a great deal to the district in the way of improved amenities and increased production'. Sexton recorded that in 1963 NZFS finances prevented 'an early start to the work . . . to develop Aupouri Forest [on Maori land] at a rate commensurate with its importance to the north'. He added that 'I am sure this obstacle will soon be overcome'.¹³⁰

¹²⁶ AN Sexton to Auckland CCL 13 Sept. 1962, BAOY 4229/41a

¹²⁷ Sexton, Aupouri Forest, p. 4

¹²⁸ AN Sexton (Auckland Conservator) to Head Office 22 March 1962, F 6/1/187; NZFS Auckland Conservancy, 'Annual Report for the year ended 31 March 1962', BBAX 1502/1b

¹²⁹ PJ Brewster (Acting District Officer, Maori Affairs) to Sexton 6 Nov. 1963, F 6/1/187

¹³⁰ Sexton to District Officer, Maori Affairs, Whangarei 13 Nov. 1963, BAOY 4229/41a

Maori Affairs District Officer Keith Laurence wrote to Sexton in mid 1964 with knowledge of pathbreaking NZFS negotiations with Otakanini-Kaipara owners 'for a long term lease up to 200 years on a profit sharing basis to be fixed by the Maori Land Court'. Laurence had also discussed with Etana his expectation that the NZFS would commence such negotiations at Parengarenga. Since the land was subject to Part XXIV of the Maori Affairs Act 1953, Laurence wrote, 'it is probably best for our Department to handle the preliminary negotiations with you [NZFS] on behalf of the owners to be followed later by a general owners' meeting at which both Departments [MA and NZFS] could be represented'.¹³¹ Sexton replied:

I am ready, at anytime, to start preliminary discussions on leasing and I suggest that on my next trip north, probably in June, I call in and see you at Whangarei.¹³²

Sexton sent this correspondence with Laurence to NZFS Head Office with a note that, in his view:

There are several ways in which a lease for forestry purposes could be brought about. Mr Laurence['s] suggestion appears to be the most satisfactory and I recommend that we follow the lead offered by him

...¹³³

Sexton had no difficulty in convincing his superior of the value of recruiting Maori as partners in the ASF. Director-General Poole immediately approved his proposal for 'the continuation of negotiations for the lease of the sand dune part of the Parengarenga Block for afforestation as an addition to Aupouri Forest'.¹³⁴ Matiu Rata also supported the idea. He communicated a 3 June 1964 resolution of Te Kao residents requesting Forest Minister Gerard to allocate funds to allow the planting of the Parengarenga west dunes as early as 1965. This would 'not only afford protection to the developed [grassed] areas [of the adjoining farms], but would also ensure employment for the local people who are in need of it'.¹³⁵

Writing as secretary of the Aupouri Maori Trust Board on 31 October 1964, Etana informed Gerard that Parengarenga owners had recently 'unanimously resolved' to lease 10,000 acres of dunes to the NZFS.

¹³¹ K Laurence (Dist. Officer, Maori Affairs, Whangarei) to Sexton 5 May 1964, F 6/1/187

¹³² Sexton to Laurence 25 May 1964, F 6/1/187

¹³³ Sexton to HO 25 May 1964 [typed on a copy of the above], F 6/1/187

¹³⁴ Poole to Sexton 3 June 1964, F 6/1/187

¹³⁵ Matiu Rata MP to Gerard 10 June 1964, F 6/1/187

On behalf of the Elders and people of the Aupouri tribe I have been requested to approach you or your representatives . . . [to] come together to discuss and settle terms and conditions for a LEASE of the above sand block which would be to the benefit of both parties and the country as a whole.¹³⁶

Sexton saw this an opportunity to remind Head Office of the 5 November 1963 Te Kao meeting between Lindsay Poole and Rikihana Etana. On that occasion, Poole pointed out to Etana that the Otakanini lease then under negotiation 'would probably set the pattern for future leases of Maori land for forestry purposes'. Sexton had agreed to attend a forthcoming meeting of owners at Te Kao with Laurence, the Maori Affairs District Officer, to consider an incorporation resolution partly to facilitate forestry. Since, 'it is in our interests to acquire the [dune] land by long term lease', Sexton requested the Minister's authority to proceed.¹³⁷

Poole remembered his 1963 meeting with Etana at Te Kao. He recommended that Gerard authorise Sexton to attend the forthcoming meeting in Te Kao to consider incorporation in relation to leasing land for forestry.¹³⁸ Gerard signed this letter (referred to in Poole's 18 November memo) authorising Sexton to proceed in cooperation with Maori Affairs.¹³⁹

The minutes of the November 1964 Parengarenga owners' meeting reveal that Sexton had a very receptive audience. He compared Parengarenga favourably to Otakanini and Kawhia where owners:

had agreed after some lengthy discussions had taken place as to the terms and conditions of the lease. The final terms and conditions were that the land be leased for 100 years at a rental of sixpence per acre . . .

Sexton told the meeting that NZFS Head Office, almost as he spoke, was working out a suitable profit sharing formula. Andrew Rollo, secretary of the Parengarenga Incorporation and Etana then requested that planting start no later than mid 1966, since the Parengarenga scheme workforce would otherwise have to be laid off. Sexton vowed to do his best to get Wellington to approve planting accordingly. Rollo's resolution (carried unanimously while officials were excused)

¹³⁶ R Etana to Gerard 31 Oct. 1964, F 6/1/187

¹³⁷ Sexton to HO 10 Nov. 1964, F 6/1/187

¹³⁸ Poole to Minister 18 Nov. 1964, F 6/1/187

¹³⁹ Gerard to Etana 19 Nov. 1964, F 6/1/187

supported Sexton's proposal that the NZFS lease the sand sections of Parengarenga Topu:

for a period of 100 years generally on the terms suggested . . .

Provided . . . that work commence not later than the winter of 1966.

Further that the owners be encouraged to incorporate as soon as possible . . .

Further that the Forest Service be asked to make the maximum possible use of local labour.¹⁴⁰

A few days later Sexton reported that 'we have made a great deal of progress towards a long term lease of the sand hill portions of [Parengarenga] Topu'. He reminded his superiors in Wellington that the NZFS commenced marram planting at Otakanini in May 1964 only three days after the owners made a verbal commitment to signing an NZFS lease. He reported that the Otakanini situation had 'immediate bearing' on that at Parengarenga where there were ' . . . some 10,000 acres and [the] . . . owners wish to proceed with a lease for forestry purposes . . . '¹⁴¹

Sexton used the Otakanini lease proposal as the basis of all other NZFS lease negotiations with Maori owners. Although he first tendered this proposal in 1964, he found the Otakanini and Kawhia owners reluctant to sign despite the relatively generous terms offered. In his 1965 annual report, Sexton stated his disappointment:

that progress on the actual terms of the leases has been very slow. The lack of progress is a serious matter as far as Forest Service good will is concerned . . . [It] will militate against . . . further negotiations . . . [and] will also serve to confirm the age old mistrust that the Maori holds in regard to land dealings with the pakeha, a mistrust that has very sound foundations in history.

He also referred to the 'inherent reluctance of [Otakanini] Maori to part with land, however worthless'. He still looked forward to a successful conclusion of the Otakanini negotiations which he had personally managed from the beginning.¹⁴²

Apparently, Sexton's Otakanini experience led him to compile a 'Draft NZFS procedural guide' in either 1965 or 1966. Since this document formed the basis for the NZFS Parengarenga lease negotiations during 1966-1969, it is worth reproducing in summary form. This is the way it appears in typescript form:

¹⁴⁰ Minutes of Parengarenga Topu Owners' meeting 24 Nov. 1964, encl. in HT Waetford to Rikihana Etana 30 Nov. 1964, Parengarenga A Incorporation records, Te Kao

¹⁴¹ Sexton memo to HO 18 May 1965, Parengarenga Incorp. records

¹⁴² NZFS Auckland Conservancy, 'Annual Report for the year ended 31 March 1965', BBAX 1502/1d

LEASES FOR AFFORESTATION

Items suggested for consideration where Forest Service
negotiates for Maori-owned Land

B General Terms

1. Scheme to be restricted to afforestation except with consent of owners of land.
2. Working Plan agreed to be essential.
3. Term [duration] of lease.
4. Rights of renewal. . .
8. Costs of survey, legal costs etc. to be borne by lessor. . .
12. Land to be left in forested condition at the expiry of the lease (if so agreed) (See D4).
13. Lessor to be allowed access to land at reasonable times, subject to restriction during fire seasons.

C. Rental provisions

1. Land rental to be 6d per acre until total annual rental is exceeded by (2) next.
2. Land rental to be (x) percentage of stumpage royalty from thinnings or clearfellings.
3. In appropriate cases (e.g. Otakanini Block and Woodhill Forest) lessees rental income may be commuted . . . to a stabilised income by sharing in the annual income from the forest as a whole from the time that . . . rental is exceeded by revenue from thinnings, in any case, not less than (15) years from date of lease . . .
5. Calculations of stumpage royalty *for rental* shall be reviewed at agreed intervals . . . [emphasis added]
6. Either party may call for revision of rental 25 years after afforestation has commenced. . .
10. Lessee has the right to sub-lease land for social and commercial amenities where necessary to further the objects of the Working Plan, subject always to the principle outlined in (11) next
11. Whereas sharing stumpage revenue *is the basis of land rental*, it is agreed that where other forms of revenue arise from the leased land and contribute significantly to the profits of the enterprise, they are also a just charge for land rental; and the basis of sharing these additional revenues shall be subject to negotiation . . .

E Rates and Taxes

1. Lessee to indemnify lessor against liability arising from the land in respect of existing or future statutes, regulations, by-laws, etc. (This to exclude debts existing at date of lease). . .

F Miscellaneous provisions

3. Provision to be made for preservation of tribal areas of religious or historic

significance to lessors. . . ¹⁴³

Joe Levy, Sexton's immediate subordinate in Auckland during 1965-66 (and the man who first produced an ASF feasibility study in 1958), commented briefly on these guidelines. On B4, he wrote, 'There should be no right of renewal. The Maori owners have already been offered the option of a termination & running down period. . . ' On C10: 'I was emphatic that there should be no subleasing and referred specifically to the Otakanini Topu problem. . . ' He concluded that 'Mr Morrison is fully in agreement [with the above] but represents a minority view in H.O. . . '¹⁴⁴ According to Cecil Hood, some Head Office staff felt Sexton's terms were too generous, but, to my knowledge, this criticism did not appear in the written record until August 1968.¹⁴⁵

Sexton, on behalf of the NZFS, proposed for Parengarenga on 11 November 1966 a 99-year lease duration, a 6d per acre 'peppercorn rental' to be paid annually until production. Then owners would be paid 18.75% stumpage 'calculated in accordance with the land classification shown in the attached schedule'. To guard against any 'gross injustice', he proposed that terms should be reviewed after 25 years.

[The 18.75%] could vary from year to year according to the acres cut and the yield per acre . . . [and]
*this scheme can be adjusted so that the owners can share in the total stumpage from Aupouri Forest
 and thus stabilise their income by receiving a more regular annual return.* [emphasis added]

Sexton proposed a stumpage adjustment for Aupouri based on equivalent acreage. The greater Aupouri acreage (48,800:15,900 in 1966) entitled Parengarenga owners to 4.5% 'of the total stumpage from Aupouri Forest'. If Aupouri expanded, this figure would adjust downwards, and 'if the owners elect to exercise this option[,] the decision must be irrevocable'. He attached a 'Land Classification of Parengarenga A, B, & 3G' identifying three classes of land: Class I — 25% for areas requiring no marram planting; Class II — 20% for areas to be machine planted in marram; and, Class III — 15 % for areas too broken to be machine planted. Out of the total 15,900 acres, only 900 were considered Class I; 10,000 were rated as Class II, and 5,000 acres were Class

¹⁴³ Draft NZFS procedural guide nd., BAOY 4229/33a

¹⁴⁴ JWL[evy] memo [on above] 9 Nov. 1966, BAOY 4229/33a

¹⁴⁵ Wendelken, 'PARENGARENGA LEASE' memo, 18 Aug. 1968, BAOY 4229/41a; Cecil Hood, pers. comm. 1 July 1999. Cecil heard frequent mention of Sexton's 'excessive' generosity at Head Office during his long NZFS career from 1973 until 1987. I wish to thank Cecil for his frank discussions with me on this, and other 'touchy' subjects.

III. This produced the 18.75% stumpage figure.¹⁴⁶

Sexton believed he was offering the Parengarenga owners generous terms in November 1966. These terms were also essentially those the owners agreed to when they finally signed the lease in December 1969, but why did they take so long to sign? A University of Auckland sociologist, Ruth Nuttall, may provide part of the answer. She criticised this, and other similar, NZFS lease offers in her 1980 thesis. Nuttall argued that the leasing of forest-land on a stumpage percentage or royalty basis with only nominal annual payments short-changed Maori. Such arrangements clearly benefited the NZFS (the lessee) to a greater extent than they benefited the Maori land-owners. The stumpage percentage varied a great deal from 18.75% at Parengarenga, to 30% at Otakanini.

With the benefit of hindsight Nuttall was able to point out how subsequent arrangements also varied. The annual rental varied greatly from 5 cents per acre agreed to at Parengarenga and at Otakanini (both in 1969), to the 72c/acre later negotiated with the NZFS at Pouto (on the Kaipara North Head). The May 1979 Alex Harvey Industries lease for Parengarenga B3C (negotiated in competition with Northern Pulp) got the owners better terms than those obtained by the same Parengarenga Incorporation from the NZFS a decade earlier. The private lease of the B3C area east of Te Kao got Parengarenga owners a stumpage percentage of 20% (compared to the NZFS's 18.75%); and 10 years rent paid in advance (\$20,000 or 25c/acre), compared to the NZFS's 'peppercorn' 5 cents paid annually (ie. not in advance).¹⁴⁷ They also got a 75-year duration for the area east of Te Kao, and a 45-year term out of Northern Pulp for a smaller 813 hectare area (also within Parengarenga B3C) north of the village.¹⁴⁸

Soon after receiving Sexton's offer in November 1966, Bruce Thorne, the Whangarei-based Parengarenga solicitor, drafted lease documents totalling 16 legal size pages. Again, this

¹⁴⁶ Sexton to Thorne & Dallas (Parengarenga solicitors) 11 Nov. 1966, Parengarenga Incorp, records

¹⁴⁷ Ruth Nuttall, 'Land for the Forests: a Shadow for the People' MA thesis, Sociology, University of Auckland 1980 pp. 221-223

¹⁴⁸ Parengarenga Incorporation submission (presented to Hon Koro Wetere at Waitangi) 2 Feb. 1985, MLC/Wh 4/2/12

document differs in only minor respects from that signed three years later. It is reproduced in summary form below. At the beginning of the document a preamble stated:

- 1 *THE* Owners agree to Lease and the Minister agrees to take on lease the said land upon the terms and conditions set out
- 2 *THAT* the Minister with all due diligence will at his own expense cause such survey plans as are necessary . . . to enable the proposed lease to be registered . . . in the Land Transfer Office . . .
- 3 *THE* Owners will obtain the consent of the Board of Maori Affairs to the proposed leasing.

The bulk of the document took the form of an attached 'Memorandum of Lease' which I have summarised as follows:

WHEREAS

- I *THE PROPRIETORS OF PARENGARENGA A* . . . are registered proprietors of an estate in fee simple . . .
- II the said land is both liable to be and is injuriously affected by sand drift and the Owners desire that *HER MAJESTY THE QUEEN* acting by and through the Minister of Forests . . . shall manage and protect a forest or forests thereon . . .
- III the Owners and Minister have agreed . . . [to] a rental deferred . . . until substantial profits from the forestry operations on the said land are available . . .

NOW THEREFORE the Owners *DO HEREBY LEASE* unto the Minister the surface of the said land and the trees timber and other forest products now or hereafter established and grown on the said land for a term calculated from and including the 1st day of July 1966 and expiring on the 30th day of June 2065

AND

- I *THE MINISTER HEREBY COVENANTS WITH THE OWNERS AS FOLLOWS:*
 1. *THAT* the Minister shall pay the Owners the following . . . rental . . .
 - (a) . . . 5 cents per acre . . . paid [annually beginning 30 June 1967] . . .
 - (b) . . . after receipts for . . . first marketable thinnings . . . a rent or royalty of 18¾% of the stumpage amount received by the Minister from the sale of any timber . . .
 4. *THAT* the Minister:-
 - (a) *AT* his own expense shall with due diligence stabilise the sand on the said land . . . with marram lupin or other such plants . . .
 - (b) *AT* his own expense shall establish manage and protect a forest thereon in accordance with sound forestry principles . . . as will produce a high regular and sustainable yield of marketable forest products . . . [including] within three years of . . . clear cutting ['the Minister shall'] restock through seeding or planting . . . [and]

the Minister shall . . . commence the planting of trees not later than the 31st day of August 1970 and shall plant them at the rate of not less than one thousand acres per annum from commencement . . .

- (e) Will prepare an initial management plan . . . [for] the [Management] Committee . . . [by 30] June 1970 . . . and will during the term of this Lease furnish revised Management plans at intervals of not greater than ten years . . .

- (f) Shall keep accurate records of the . . . utilisation of forest products . . . and the [Management] Committee . . . or [its] representatives have the right to examine the said records.

- 7. *THAT* the Minister shall not . . . assign sublet or part with possession of said land . . .

- 8. *THAT* the Minister shall . . . pay and discharge all rates, taxes, charges (incl. electric power charges) and assessments (other than the Owners' Land Tax) . . . in respect of the said land . . .

- 12.(a) That if during the carrying out of the objects of this Lease . . . any human bones are discovered[,] such discovery shall be notified as soon as possible to the [Management Committee] Secretary . . . who shall give the Owners the opportunity to reinter those bones . . . [which] shall be treated with respect and . . . with all due reverence for their interim safety and custody.

- (b) That if during the carrying out of the objects of this Lease . . . any Maori artifacts are discovered[,] such discovery shall be notified as soon as possible to the [Management Committee] Secretary . . . Such artifacts shall belong to the Owners but the Minister shall retain custody of them and take reasonable care of them and retain them in the district in which the said land is situated . . .

- (c) Where any such human bones or artifacts have been discovered and the Owners have not reached . . . any decision to take custody thereof within two years . . . the Minister shall be at liberty to hand over such things to any other appropriate authority chosen by the Minister as bailee thereof.

- 14. *NOTWITHSTANDING* the provisions of this Lease the Owners and the Minister hereby agree . . .

- (a) That . . . approx. 3 acres . . . marked 'Roimata Wahitapu' . . . shall be known as 'the burial ground'.
- (b) That . . . approx. 14 acres . . . marked 'Beach Camping Ground' . . . shall be known as 'the camping ground'.
- (c) That the Minister shall not plant trees, erect buildings or otherwise permanently prevent the use of the burial ground or the camping ground by the Owners . . .
- (d) That the Minister shall use his best endeavours to keep the burial grounds protected by marram grass or some similarly effective agent . . .

- (e) That the Minister shall permit . . . the Owners to have access by foot to the burial ground . . .
- (f) That the . . . Owners may use the camping ground at all reasonable times . . .

II AND THE OWNERS HEREBY COVENANT WITH THE MINISTER as follows:

15. *THAT* . . . that the Minister shall have and enjoy full quiet and undisturbed occupation of the said land . . .

III AND IT IS HEREBY MUTUALLY AGREED DECLARED AND COVENANTED:

17. (a) . . . the Owners may by notice in writing to the Minister given . . . at any time after . . . [31] March 1994 and before . . . [31] March 1998 resume . . . portions of the said land not exceeding 100 acres in total . . . in a locality adjacent to the sea coast . . .

PROVIDED ALWAYS that if at the time of such resumption there are upon the land growing forest trees[,] such trees shall be valued at the then market rates therefor and the Owners shall pay to the Minister 81¼ per cent of the value thereof . . .

23. *THAT* the Committee shall be at liberty . . . at all reasonable times to enter upon [and inspect the Minister's fulfilment of his obligations in respect of] the said lands . . .

28. *SHOULD* either party be unable to perform its obligations . . . either party may apply to the other for a termination . . . If the other shall not agree to such a termination[,] the terms thereof . . . shall be settled by reference to arbitration . . .

30. *THE MINISTER* shall pay the legal costs of the Owners' Solicitors of preparation and execution of these presents . . . [at] the scale . . . set by the New Zealand Law Society .

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Bruce Thorne proved to be an exceptionally committed Parengarenga solicitor, because he immediately put his clients in touch with those who assisted Otakanini owners during their protracted negotiations with the NZFS. Keith Laurence, the Maori Affairs District Officer in Whangarei, also helped establish contact between Otakanini and Parengarenga owners. Laurence contacted WC Ward, the Forester who advised the Otakanini owners, and Thorne also sought the advice of BH (Bernie) Clark of the Auckland law firm of Earl Kent, solicitors for the Otakanini incorporation.¹⁵⁰

Laurence, however, had an official interest in ensuring a successful outcome to the lease

¹⁴⁹ Draft 'Agreement for Lease of Parengarenga A and B2B Blocks', Thorne & Dallas, Solicitors, Whangarei, Parengarenga Incorp. records

¹⁵⁰ File note 18 Jan. 1967, Parengarenga Incorp. records

negotiations. He was an *ex officio* member of the Parengarenga Incorporation's Management Committee because the Crown was the majority shareholder in the Incorporation. He wrote, in February 1967:

The Board of Maori Affairs decided that as the Crown was the major shareholder in the block, Parengarenga A should not be released under Part XXIV of the Maori Affairs Act 1953. It would be very unlikely that the individual owners would have any objection to [this] . . . provided they are actively associated with the terms of *the partnership with the NZ Forest Service* for afforestation of the area [emphasis added].

Laurence discussed the Crown's majority shareholding with Sexton. He suggested to the owners that they seek Ward's advice on the NZFS offer that they '*share in the whole of the Aupouri Forest* and not just Parengarenga A [emphasis added]'.¹⁵¹ Laurence, therefore, saw the lease as a partnership; but he also saw it as one in which the Crown was the senior, or majority, partner. Under Part XXIV, the Crown could manage the whole 16,000 acre area without consulting the owners in anything except a nominal way.¹⁵²

Thorne immediately took exception to this situation, which he believed subordinated the interests of the Maori owners who he believed to be his sole clients in the Parengarenga Incorporation. Thorne, in a 15 February letter to Laurence, stated that if Parengarenga A remained 'under the Department [per Part XXIV], then the Incorporation in fact scarcely manages its own affairs and is a rather empty organisation'. He believed the Crown's representation on the Management Committee allowed it sufficient supervision of Incorporation affairs. The only 'justification for continuing to have the land under part XXIV', he concluded, would be the repayment of outstanding debts.¹⁵³

Thorne reminded Laurence on 31 May 1967 of his clients' dissatisfaction with the land continuing to be subject to Part XXIV. He asked him:

will the Board of Maori Affairs now release the block from part XXIV, or is there a debt still charged upon the block, or does the Board of Maori Affairs propose to pay the expenses of the Committee of

¹⁵¹ K Laurence (MA District Officer) to Thorne & Dallas 10 Feb. 1967, Parengarenga Incorp. records

¹⁵² On the Crown's management of the Parengarenga development scheme, see David Alexander, 'Consolidation and Development in Muriwhenua' (Wai 45, Q1) pp. 349-382

¹⁵³ Thorne & Dallas to District Officer 15 Feb. 1967, Parengarenga Incorp. records

Management by this means?¹⁵⁴

To this, Laurence replied:

The Board [of Maori Affairs] has not considered financing the expenses of the Committee of Management. It seems a most doubtful proposition.¹⁵⁵

Thorne would not take this for an answer. On 6 June he asked Laurence how he thought the Maori owners could meet their fencing, travel, consultancy, legal and accounting expenses without income.

Otherwise the [Management] Committee . . . is virtually committing a criminal offence by incurring credit without there being any prospect of payment of the accounts being incurred. We do not refer to this problem lightheartedly. There seems to us to be no reason why the Board of Maori Affairs should not be prevailed upon to treat such expenses as part of the cost of development . . . for forestry purposes. If the Board is not prepared to cover such expenses, surely it is reasonable to release the land from Part XXIV, so that the Committee . . . can use it as security for a loan from other sources to cover such expenses.¹⁵⁶

Laurence, and his successors in Maori Affairs, failed to resolve the issue of Crown control either before the signing of the lease, or after.¹⁵⁷

Sexton, notwithstanding this Crown subordination of Maori interests, continued to believe he was offering the owners generous terms. He may not have known about Maori dissatisfaction about their minority partnership role, or, if he knew, he may have thought that the goodwill of people like himself would solve the problem. In August 1967 he forwarded to Thorne the Otakanini draft agreement which he thought 'will serve as a suitable basis for discussions on the Parengarenga lease'.¹⁵⁸

A *Northern Advocate* article the same month headlined 'Profit-sharing forest project in Far North' reported Sexton's optimistic meeting with the Aupouri Trust Board in Te Kao. It reported that the NZFS had already begun constructing a Te Kao headquarters (over two years before the

¹⁵⁴ Thorne & Dallas to District Officer 31 May 1967, Parengarenga Incorp. records

¹⁵⁵ K Laurence to Thorne & Dallas 2 June 1967, Parengarenga Incorp. records

¹⁵⁶ Thorne & Dallas to District Officer 6 June 1967, Parengarenga Incorp. records

¹⁵⁷ Even today the Crown retains a substantial shareholding in the Parengarenga Incorporation. Anne Herbert (former Incorporation secretary) pers. comm. 28 July 1999

¹⁵⁸ AN Sexton to Thorne & Dallas 4 Aug. 1967, Parengarenga Incorp. records

lease was finally signed). The *Advocate* reported that:

The plan is for a 99-year lease with profit-sharing on stumpage between the service and the Aupouri tribal owners . . . it will mean stability of work in the district . . . and additional money in the Far North. It will tie in with the Aupouri State Forest covering most of the balance of the Ninety Mile Beach dunes . . . Mr Sexton foresees an export role for Aupouri. The world shortage of timber is not decreasing, and there is a tremendous market in Asia.¹⁵⁹

Meanwhile, Thorne sought professional advice on how he could improve the NZFS lease terms. He revealed to forestry consultant WC Ward that Sexton had provided the Parengarenga owners copies of the draft Otakanini agreement. He wished to know Ward's advice on the terms Sexton had offered Parengarenga.¹⁶⁰ The man who advised Otakanini on the lease terms offered by the NZFS, recommended that Parengarenga retain the services of the Taupo-based forestry firm of Groome Poyry to inspect the Parengarenga offer. At Otakanini Ward believed that a 25% stumpage rate would have given the owners 'a reasonable return', but they eventually got a 'whopping' 30%.¹⁶¹ Although Groome Poyry found the NZFS Parengarenga proposals to be generally fair, they suggested that land classification be reviewed (and stumpage adjusted) annually. Once marram was established, for example, Class II land should become Class I. Such reclassification would result in progressive stumpage rate increases.¹⁶²

The NZFS later agreed to a deferred reclassification clause. Generally, however, the NZFS refused to improve its 1966 terms, perhaps because in August 1968 the first official criticism of the generosity of Sexton's 1966 offer surfaced in Wellington. WJ Wendelken from Head Office criticised the following lease terms. He wrote:

1. The royalty percentage at 18.75 over 15,900 acres . . . is in my opinion too high. . . [This is because] most of the 16,000 acres is raw sand . . . [some of which] will be given over to stunted protection forestry. . .
3. I am puzzled as to how the Crown's interest (10/17ths of the block) will be protected when percentage payments are made on stumpage realised. . .

¹⁵⁹ *Northern Advocate* 21 August 1967, Parengarenga Incorp. records

¹⁶⁰ Thorne & Dallas to WC Ward 26 Oct. 1967, Parengarenga Incorp. records

¹⁶¹ WC Ward to Thorne & Dallas 29 Oct. 1967, Parengarenga Incorp. records

¹⁶² PC Crequer for JG Groome & Associates (Forestry Consultants, Taupo) to Thorne & Dallas 18 March 1968, Parengarenga Incorp. records

Presumably, Wendelken anticipated owner pressure that profits should be shared only among the Maori minority shareholders. He then commented on each section of Sexton's proposal as follows:

- (iii) [Re stumpage] The Maori block must be worked in conjunction with the whole Aupouri Forest but separate accounts must be kept for respective parts . . .
- (vii) I consider this a particularly important problem to be tied up rigidly before finalising any agreement. According to the Otakanini Topu draft there are conditions concerning the timing of resumptions, the recovery of the economic value of any trees felled . . . and so on . . . I would like to see clauses to cover the recovery of the cost of any protection work . . . and finally the Crown should have the first right of acquisition . . .
- (x) We would normally attend to the preservation of artifacts but if the Maoris wish these especially stated there is no objection.
- (xi) . . . the owners should be responsible for marking and fencing off a burial ground. . . I assume . . . [that] the Forest Service would be responsible for seeing that its particular conditions are not violated.

AD McKinnon in a marginal note on Wendelken's memo stated: 'I agree generally with the tenor of your comment[s] . . .'¹⁶³ This Head Office criticism of Sexton's generosity appears to have militated against Parengarenga owners getting better terms during the protracted negotiations of 1966-1969.

After August 1968 Sexton held firm on the original 1966 offer. On 11 October that year he informed Thorne of his agreement with Incorporation Secretary Andrew Rollo regarding the location of roading, a 3-acre beach reserve, and 'the Wharetapu' (to be marked by Rollo or another representative in Ogle's presence). Sexton insisted that, in accordance with the existing terms of the proposed lease: 'The area to be resumed by the owners at a future date is not to exceed 100 acres in extent'.¹⁶⁴ In his 1967 and 1968 annual reports, Sexton expressed frustration over the unwillingness of Maori to settle their leases on the concessionary terms he had offered them several years earlier. In 1967 he wrote:

It is unfortunate that with protracted delays in the finalisation of lease agreements for Maori land some impatience should become apparent on the part of the owners. Work on sand fixation on all three areas of Parengarenga, Otakanini-Topu and Tainui-Kawhia has proceeded without interruption, a factor which has served to confirm the bona fides of the Forest service. Nevertheless as I stated in

¹⁶³ WJ Wendelken, 'PARENGARENGA LEASE' memo 9 August 1968, BAOY 4229/41a

¹⁶⁴ Sexton to Dallas & Thorne 1 Nov. 1968, Parengarenga Incorp. records

my report of two years ago it is essential that negotiations be finalised without further delay.¹⁶⁵

Then, in his 1968 annual Auckland Conservator's report he wrote:

The Otakanini Topu lease is at last ready for signature after several years of negotiation. The stage is now set for relatively rapid progress with Tainui-Kawhia and Parengarenga, and in due course Pouto. These leases will bring into forest production some 25,000 acres of Maori land that would otherwise lie idle.¹⁶⁶

In fact, much to Sexton's disappointment, the Parengarenga lease was not signed until 18 December 1969 (the last month of his long and distinguished Forest Service career). His pride and joy, the Otakanini lease, was not signed until 9 September 1969, while the Kawhia, and Pouto leases were signed in 1977, long after his retirement from the NZFS on 31 December 1969.¹⁶⁷

During 1969 both parties negotiated without making any significant variations to the 1966 proposal. Director-General Poole was prepared to yield to the owners on their land reclassification and related stumpage revision proposal.¹⁶⁸ Thorne was inclined to press for better terms, but the Otakanini solicitors told him that their clients 'had a remarkably good deal', and that the Parengarenga owners could not expect further Crown concessions.¹⁶⁹ The Parengarenga owners gradually became resigned to the fact that Bruce Thorne had got about as much as he could get out of the Crown for them.

The 18 December 1969 Parengarenga lease signing ceremony was a highly memorable occasion. The *Herald* reported the lease agreement as a 'profit sharing' one between the NZFS and 'the owners, the Parengarenga Maori Incorporation'. The *Herald* also reported the NZFS's contractual obligation to begin planting trees by 31 August 1970, and to continue planting at a rate of 1,000 acres per annum thereafter.¹⁷⁰ The more detailed *Northland Age* (Kaitiaki) report featured a dramatic headline: 'MINISTER PAYS THE FIRST \$2000 OF \$2 MILLION'. It described how

¹⁶⁵ NZFS Auckland Conservancy, Ann. Report for the year ended 31 March 1967, BBAX 1502/1e

¹⁶⁶ NZFS Auckland Conservancy, Ann. Report for the year ended 31 March 1968, BBAX 1502/1f

¹⁶⁷ Peter Gorman, pers. comm. 22 October 1999

¹⁶⁸ AL Poole (Director-General) to Thorne & Dallas 25 July 1969, Parengarenga Incorp. records

¹⁶⁹ AC Rattray (of Earl, Kent, Massey, Palmer & Hamer) to BC Thorne 14 April 1969, Parengarenga Incorp. records

¹⁷⁰ *New Zealand Herald* 19 Dec 1969, BAOY 4229/41a

Duncan McIntyre handed the Parengarenga Incorporation the first two and a half years' rent of \$2302.50. According to the *Age* reporter, the NZFS estimated that the 'owners will in time receive more than \$150,000 a year, and from the first crop a total of \$2 million . . .'

The *Age* gave Maori speakers better coverage than the *Herald*. It reported how Hemi Manuera spoke of how depressed the community had been during the 1930s, partly as a result of poor roads. He remarked that McIntyre had wisely flown to Te Kao, because the North Road was still unsealed. Andrew Rollo indicated how many of the original shareholders at Parengarenga lost their shares to the Crown. He appealed to the Minister to allow these people to buy them back. McIntyre then stated that the Aupouri working plan for the entire forest (both Crown and Maori land) aimed to protect land, to create an integrated forest products industry for both local and overseas markets, to provide local employment, and to develop recreational amenities. He maintained that the forest would allow Te Kao to diversify into stock raising, fish farming, and (with improved roading) tourism. According to the *Age*, he concluded the ceremony saying:

You will have light industry, sawmills and a paper mill will follow.

You will not have to ask the Government for money in future—we will borrow it from you.

I am confident in your future and wish Te Aupouri well. Today we sign the lease—you have planted the seed and I will help the tree grow.¹⁷¹

Sexton's more sober file note recorded that Aupouri elders presented McIntyre with a 'stone axe', a gift of 'very great significance . . .'. The hakari following was enjoyed by Laurence and Lewin (representing Maori Affairs); Judge Nicholson (of the Maori Land Court); AH Watt (Te Kao Schoolmaster for almost 50 years), Logan Sloane MP, and Millie Srhoj (as Chairman of the Mangonui County Council). According to Sexton, McIntyre concluded the ceremony by talking 'about the big incomes' Te Kao people could expect. He 'then produced out of the hat a cheque for \$2,300 and laid it on the table'.¹⁷²

The signing of the Parengarenga lease was Sexton's last hurrah in the Forest Service. The ceremony evoked much goodwill, but problems remained to be solved. The main one was, of

¹⁷¹ *Northland Age* 19 Dec. 1969, Parengarenga Incorp. records

¹⁷² Sexton file note 19 Dec. 1969, BAOY 4229/41a

course, the majority Crown shareholding. Thorne informed the Maori Trustee less than two months after the signing that the Parengarenga owners wished to regain control of the Crown shares. He proposed to do this either by former shareholders purchasing these shares at market value, or by the Incorporation repurchasing them. He also asked the Trustee to explain how the Crown came to acquire its majority shareholding in the first place.¹⁷³

Bryce Henry, the Maori Affairs Assistant District Officer in Whangarei during 1970, failed to answer this question. Instead, he chose to scold Thorne about how the Management Committee had neglected to invite the District Officer to recent meetings. Henry wrote, in March 1970, under the heading 'The Proprietors of Parengarenga A – Shares held by the Crown':

You will be aware that the Crown owns 19735 shares out of a total of 32610 shares [60.5%] and because of this, the District Officer for the time being is a member of the Committee of Management.

The Committee had held several meetings to which the District Officer had not been invited, and the resolutions passed therefore represented the wishes of 'minority shareholders'. The Committee's meetings 'should in future be conducted on a more formal and proper basis'

There is no question of the Crown being opposed to divesting itself of its shares, but I do think it time that it was recognised that the District Officer is a member of the Committee of Management [end].¹⁷⁴

In reply to Henry's rebuke, Thorne wrote that the Committee's failure to invite the District Officer to its meetings was an oversight due to lack of procedural awareness.¹⁷⁵ He did not comment on Henry's failure to explain the origins of the majority Crown shareholding.

Thorne also questioned the NZFS solicitor in Wellington about the data on financial returns to Parengarenga owners that Minister McIntyre had quoted at the December 1969 lease signing ceremony. Buist (NZFS Solicitor) recalled that McIntyre:

indicated that in [from?] a period of about 30 years [c.2000?] an acre of leased land was estimated to produce 8,000 cubic feet of wood. This, he said, meant that the Owners should receive up to \$150,000 a year, and a total of over \$2,000,000 from the first crop.

¹⁷³ Thorne & Dallas to Maori Trustee 10 Feb. 1970, Parengarenga Incorp. records

¹⁷⁴ Asst. District Officer MA (TB Henry) to Thorne & Dallas 11 March 1970, Parengarenga Incorp. records

¹⁷⁵ Thorne to TB Henry 12 March 1970, Parengarenga Incorp. records

On that basis [Buist calculated], the total yield over 99 years would be -

First 30 years [1966-1996]	\$ 2,000,000
Next 69 years @ \$150,000	<u>10,350,000</u>
Total for 99 years	\$12,350,000
Annual average	124,747 ¹⁷⁶

These were projections which may have made the owners even more anxious to secure the return of Crown shares. If the Crown retained its 60% shareholding, it would earn \$74,848, and the approximately 168 Maori owners would earn only \$49,898 per annum.

Local Forest Service officers were evidently unaware of the implications of this majority shareholder situation. RC Lloyd, a District Ranger, in examining Auckland Conservancy files during 1971, discovered that the Crown not only owned an estimated 10/17 of the total Parengarenga shares, but that the NZFS and Maori Affairs, together, had a 92.28% 'interest in the [Parengarenga] tree crop'. Broken down into percentages, this was NZFS 81.25% and Maori Affairs 11.03%. Why then, he asked, did the Crown pay rent for 15,900 acres when it owned the equivalent of 9,350 acres of this total area?¹⁷⁷

JE (Jim) Lewin, the Maori Affairs District Officer in Whangarei, explained the history of the Crown's interest at Parengarenga to the NZFS. The Crown acquired shares (by both uneconomic interests and live-buying means) both before and during the partitioning of the 39,468 acre Parengarenga Topu during the 1950s. Lewin believed that these shares would not yield significant forest dividends during the 1966-1996 planting period when the Incorporation needed all the rental income to cover its operating expenses. In his view:

One cannot say with any certainty what will be the ultimate fate of the Crown's shares in the Incorporation. It might well be that Maoris may yet settle this land on the termination of the 99-year lease to Forestry. It might well be that the Board of Maori Affairs would be prepared to sell these shares back to the Corporate Body.

He concluded by making 'one point quite clear. The Crown's share is not land. It is a share in the assets of the Incorporation'. Lewin admitted that 'the principal asset of the Incorporation is land'.

¹⁷⁶ Although the lease was signed in 1969, its duration began in 1966 and ended in 2065. M Buist to Thorne & Dallas 24 March 1970, M Buist to Thorne & Dallas 24 March 1970, Parengarenga Incorp. records

¹⁷⁷ RC Lloyd (Kaikohe) to Auckland 19 Jan. 1971, BAOY 4229/41a

He nevertheless wanted the Forest Service to understand that the Crown could not partition its interests in the land at Parengarenga.¹⁷⁸ KW Prior, writing for new Auckland Conservator GM (Mick) O'Neill, forwarded Lewin's explanation of the status of Crown shareholding to Lloyd, urging him to discuss the matter further with Lewin.¹⁷⁹

The Forest Service needed to be reminded of its obligations under the Parengarenga lease. In August 1970 Ogle reminded Conservator O'Neill (Sexton's successor) that according to clause 4 (e) of the Parengarenga lease, the NZFS had to prepare an initial management plan for the Maori-owned part of ASF by 30 June 1970. He asked O'Neill: 'Has this been prepared?'¹⁸⁰ The answer was probably no, but Ogle's question apparently produced the desired result.

Just as the Forest Service had trouble meeting its obligations, so did the Maori Affairs department. Maori Affairs, in 1974, had difficulty advising Koro Wetere MP on how to answer a constituent's request for basic historical background on the Parengarenga lease. The Maori Affairs draft reply stated that the leased land 'was placed under Part XXIV/53', but failed to say when. This reply also assumed, erroneously, that Maori Affairs probably initiated the lease negotiations.¹⁸¹ Even when Matiu Rata, Minister of Maori Affairs, had this researched in Wellington, the official history produced was decidedly patchy. Maori Affairs staff discovered a letter from HH Matiu to Tirakatene 'dated 5 May 1947', and another from Rikihana Etana to Hanan 'dated 11 April 1961' on forestry in the Far North. They believed that the original 339,500-acre Parengarenga Topu had been amalgamated and put under a Part XXIV development scheme in 1955 and 1956. Otherwise, the Maori Affairs account of the origins of the ASF was quite misleading.¹⁸²

Thorne, the Parengarenga solicitor, continued to remind the Crown of his clients' desire

¹⁷⁸ JE Lewin (DO, MA) to Auckland Conservator 5 Feb. 1971, BAOY 4229/41a

¹⁷⁹ KW Prior to Kaikohe 16 Feb. 1971, BAOY 4229/41a

¹⁸⁰ Ogle to Auckland Conservator [GM O'Neill] 17 August 1970, BAOY 4229/41a

¹⁸¹ Pia Karena Ihaka to KT Wetere 15 May 1974; GD Fouhy (Asst. DO, MA) draft reply 25 June 1974, Maori Land Court, Whangarei [hereafter MLC/Wh] 4/2/12

¹⁸² Rata to Wetere 22 July 1974, MLC/Wh 4/2/12

to recover majority ownership throughout the first decade of the lease. When the Forest Service valued their improvements at Parengarenga at \$29,335 in 1972, Thorne expressed two concerns to the Maori Affairs District Officer Lewin. The first was that the NZFS had failed to reveal the method used to calculate value. The second concern was that by increasing the value of Parengarenga shares, it would discourage 'former owners' from repurchasing them from the Crown.¹⁸³ In an internal memo in response to Thorne's letter, Lewin virtually conceded the apparent injustice. He admitted that former owners believed that 'they were induced to' sell their shares because they 'were told the Crown would not undertake development unless it owned more than half the shares.' Lewin believed these people were misinformed, but understood why they believed what they were told (apparently by other owners).¹⁸⁴ During 1973, the Deputy Secretary of Maori Affairs agreed in principle to allow former owners to repurchase Crown shares at a mutually agreed upon price.¹⁸⁵

When Henry succeeded Lewin as District Officer in 1974 little further progress occurred in negotiations between owners and the Crown. Henry insisted on a strict interpretation of the terms of 1966 Maori Land Court orders regarding the costs of roading at Parengarenga. These orders made the Crown not liable for compensating owners for land taken for forestry roads.¹⁸⁶ He also refused to adjust the annual rental paid to Maori to the rate of inflation.¹⁸⁷

In 1975 the Parengarenga Incorporation offered the Crown a price of two cents a share for the repurchase of the majority shareholding. The Incorporation Secretary, Andrew Rollo, said that this offer was the 'equivalent to a price . . . of \$4.00 per acre, which is several times the cost of

¹⁸³ Thorne to Lewin (DO, MA), 16 Oct. 1972, MLC/Wh 4/2/12

¹⁸⁴ Lewin memo, 11 Dec. 1972, MLC/Wh 4/2/12

¹⁸⁵ Thorne to Lewin 25 July 1973; IW Apperley (Dep. Sec. MA, Wellington) to Lewin 19 Oct. 1973, MLC/Wh 4/2/12

¹⁸⁶ Henry to Rollo (Sec., Parengarenga Incorp.) 4 November 1974, MLC/Wh 4/2/12

¹⁸⁷ Henry to Rollo 12 November 1974, MLC/Wh 4/2/12. The NZFS also refused to increase the annual rental in 1975. PJ Berg to DO, MA, 7 March 1975, MLC/Wh 4/2/12

the sand-dunes at the time the Crown acquired [Parengarenga] land interests . . .'¹⁸⁸ The Crown refused to entertain this offer until a new valuation of Parengarenga assets could be prepared. When the valuation matter was referred in 1977 to a Maori Affairs officer in Kaitaia, he reported that he was 'unable to present a workable suggestion on how Incorporation shares' could be valued. On the other hand, he believed 'that their current worth is minimal and speculative only.'¹⁸⁹ When the matter was referred to the Valuation department the following year, however, the Senior District Valuer in Whangarei valued the 'Lessor's (ie. Incorporation) Interest' at \$42,000. He also valued 'the land exclusive of improvement' at \$250,000.¹⁹⁰

On the basis of this new valuation the Management Committee raised its offer to the Crown from two cents to seven cents per share. The Crown accepted this new 1977 offer, but the Parengarenga shareholders then voted to reject it at their following Annual General meeting. They voted, instead, an offer of four cents per share. The Crown failed to respond until Rollo appealed to the Minister of Forests and Maori Affairs, Ben Couch, in 1982. Rollo gave Couch a history of the Crown's involvement at Parengarenga. He calculated that when the Crown acquired its shares during the 1950s, it did so at a cost of less than one cent per share. The four cents offer, therefore, represented 'a return in excess of 800% on the Crown's initial investment'. Rollo argued that the Crown 'deprived' 1,243 former owners 'of their land heritage' by its compulsory acquisition of their 'uneconomic shares' under the 1953 Act. This left only 168 owners with any shares. He appealed:

Sir[,] another three years have elapsed, and we feel that extreme urgency should be given to our submission of four cents per share.¹⁹¹

Only a week later, Tom Parore, the Director of Maori Affairs in Whangarei (1977-87), announced a new Crown policy proposal regarding the return of shares. He indicated to the Incorporation Management Committee that both Couch and Prime Minister Muldoon supported this proposal:

¹⁸⁸ Rollo to Henry 3 April 1975, MLC/Wh 4/2/12

¹⁸⁹ DB Kennedy (Dist. MA Field Officer, Kaitaia) to Whangarei 23 March 1977, MLC/Wh 4/2/12

¹⁹⁰ LT O'Keefe to Registrar, MLC 30 March 1978, MLC/Wh 4/2/12

¹⁹¹ Rollo to Couch 19 October 1982; Tom Parore file note 19 Oct. 1982, MLC/Wh 4/2/12

- A Land acquired by 'live buying'—to be offered back at present market value.
- B. Land used in conjunction with Maori land—to be offered at 'cost plus interest'.
- C. Land acquired as 'uneconomic interests'—to be offered back at 'present market value'.

The Committee agreed to A and B, 'but they were unanimous in their opinion that C was totally unreasonable and unjust'. They resolved that Rollo should 'write to Sir Graham Latimer seeking his support to have the policy regarding "uneconomic interests" reconsidered.' Latimer had spoken in support of the compassionate return of compulsorily acquired Crown shares at Waitangi on 6 February 1983.¹⁹²

Despite the Muldoon government's adherence to its *Tu Tangata* (Stand Tall) policy, and despite Tom Parore's vigorous advocacy of that policy as Tai Tokerau Director of Maori Affairs from 1977-1987, the Crown stuck to a policy on compulsorily acquired shares that the Parengarenga owners regarded as 'totally unreasonable and unjust'.¹⁹³ Rollo stated this very clearly in a 17 December 1982 letter on 'uneconomic interests' to Prime Minister Muldoon, and the Board of Maori Affairs, led by Sir Graham Latimer, also refused to accept the Crown policy. Nonetheless, offering back compulsorily acquired Crown shares 'at market rates' remained Crown policy.¹⁹⁴ The Management Committee resolved on 10 November 1983 to urge Parore to formulate 'a case for the return of all Crown shares in Parengarenga'.¹⁹⁵ The Parengarenga chairman, Etana Nathan, reported in January 1984 that the Crown's policy on the return of its shares 'was universally rejected . . .' Instead, the owners sought 'a meeting with the Prime Minister, Minister of Lands and Minister of Maori Affairs (possibly at Waitangi in March [1984]) in a final attempt to solve this problem'.¹⁹⁶ At its AGM that month, the owners instructed the Management Committee to:

concentrate all its efforts on the return to Maori ownership of the Crown shares in the whole of the

¹⁹² Parengarenga Management committee minutes 7 April 1983, MLC/Wh 4/2/12; Sir Graham Latimer, pers comm. 23 Sept. 1999

¹⁹³ Tom Parore, Oral history interview (13 July 1999)

¹⁹⁴ Couch to Rollo 7 June 1983, MLC/Wh 4/2/12; Sir Graham Latimer, pers. comm. 23 Sept. 1999

¹⁹⁵ Parengarenga Management committee minutes 10 Nov. 1983, MLC/Wh 4/2/12

¹⁹⁶ Parengarenga A & B3C Trust, Chairman's report [presented on 7 Jan. 1984], MLC/Wh 4/2/12

original Parengarenga Development Block.¹⁹⁷

Parore had every reason to support the owners on the return of compulsorily acquired Crown shares. His Department's April 1984 manifesto, entitled *Kia Kokiri*, and subtitled: 'Proposals for Progress of the Maori People of Taitokerau', pledged Maori Affairs to share 'power and responsibility' with 'the community it serves'.¹⁹⁸ This Maori Affairs manifesto advocated 'strong affirmative programmes' to promote Maori 'social, cultural and economic development', based explicitly on Treaty of Waitangi principles. *Kia Kokiri* recognised that Taitokerau Maori could deliver development only through their own organisations (such as the Parengarenga Incorporation).¹⁹⁹ On the subject of leased Maori land (such as at Parengarenga), *Kia Kokiri* stated the Maori Affairs commitment to 'return leased land to occupation by owners for the benefit of owners', and to assist owners in a 'comprehensive review' of the terms of their leases 'with a view to renegotiation . . .' to ensure that the leased land benefited the owners.²⁰⁰ On forestry, again, Maori Affairs committed itself to assist owners in obtaining 'the maximum benefit' in any arrangements either with the NZFS, or with private companies. On the owners' desire to reduce the duration of existing forestry leases, *Kia Kokiri* was unequivocal:

[F]orestry leases [should] be short term (one rotation) to enable all development options to be considered by the next generation.

While forestry companies would prefer longer terms they have now accepted the principle of one rotation leases, and the New Zealand Forest Service is the only part of the forest industry which has not done so. The attitude of the Forest Service must be changed if the Maori people are to have the realistic options open to them.²⁰¹

Although *Kia Kokiri* generally avoided the thorny subject of the return of Crown shares, its emphasis on Maori community control was a positive way of advocating the cause of the owners (including those at Parengarenga). Maori Affairs pledged 'to ensure that within a reasonable and acceptable time all suitable Maori land and its forests are owned, managed and worked by Maori people within an appropriate Maori management structure as an integral part of the Northland

¹⁹⁷ Parengarenga Incorp. Annual General Meeting minutes, 7 Jan. 1984, MLC/Wh 4/2/12

¹⁹⁸ T Parore, 'Preface', *Kia Kokiri*, Dept. of Maori Affairs, Whangarei, 1984, p. 4

¹⁹⁹ Maori Affairs, *Kia Kokiri*, p. 5

²⁰⁰ Maori Affairs, *Kia Kokiri*, p. 14

²⁰¹ Maori Affairs, *Kia Kokiri*, pp. 15-16

forestry industry'.²⁰²

Kia Kokiri essentially pledged that the Crown would honour Treaty commitments to Taitokerau Maori. On the question of the return of compulsorily acquired Crown shares in Maori Incorporations, the Crown's previously announced policy was entirely at odds with such commitments. The owners' outrage over the Crown's failure to exhibit fairness in the dying days of the Muldoon government, sparked further protest over the concessionary terms regarding the duration of the 1969 lease. Sexton had insisted on the 99-year duration throughout the 1960s negotiations at both Parengarenga and Otakanini. He argued successfully that without security of tenure, the Crown could not invest in large-scale afforestation. While Parengarenga owners agreed to this (albeit reluctantly) in 1969, by 1984 they had come to recognise that they had given the Crown too much.²⁰³

Taitokerau Maori continued to give the Crown what Nuttall regarded as too much leeway in forest land negotiations throughout the 1970s. This was primarily because during the 1970s Northland suffered 'the highest unemployment rate of any region'. In Nuttall's words, it was 'a region marked by rural depopulation and demographically unbalanced age structures'.²⁰⁴ In her 1980 thesis, she described how the 1978 Northland Regional Resources Survey [NRRS] promoted forestry development. The NRRS predicted that 190,000 hectares (ha.) would be planted between 1971-1995.²⁰⁵ Another factor influencing Taitokerau Maori to offer overly generous terms to the NZFS and private forestry companies was their relative landlessness. By 1977 only 135,600 ha. (335,000 acres) of Maori land remained in Northland. Thus, 11% of the Northland land area was in Maori ownership (although 20% of this was leased), while 25% of Northland's population was Maori.²⁰⁶ Relative landlessness significantly reduced Maori bargaining power in forestry

²⁰² Maori Affairs, *Kia Kokiri*, pp. 17-18

²⁰³ Nuttall, *Land for the Forests*, pp. 1-2, 7-8, 130-131

²⁰⁴ Nuttall, *Land for the Forests*, p. 167

²⁰⁵ Northland Regional Development Council and Northland Regional Planning Authority, *Northland Regional Resources Survey* (Whangarei 1978) p. 148; cited in Nuttall, *Land for the Forests*, pp. 173-174, 179-189

²⁰⁶ Nuttall, *Land for the Forests*, pp. 201, 210-211

negotiations.

Nuttall noted that although sales of Taitokerau Maori land decreased during the 1970s, leasing increased from about 10 million ha. in 1976 to over 30 million in 1979.

This increase in leasing is very closely linked to the expansion of exotic forestry in Northland, and indeed leasing was deliberately introduced as a means of gaining access to Maori land, since its owners were so reluctant to sell.²⁰⁷

By 1980 the NZFS had established concessionary long-term leases at Parengarenga A and 3G (6,722 ha.); Pouto 2F (1,392 ha.); and Otakinini Topu (668 ha.). Private competitors with the NZFS, however, had granted Maori better terms. Northern Pulp had leased 4,000 ha. from the Te Hapua 42 [later the Muriwhenua] Incorporation, while Alex Harvey Industries (AHI) leased 3,279 ha. from Parengarenga Incorporation east of Te Kao. The May 1979 AHI lease for Parengarenga B3C (negotiated in competition with Northern Pulp) got the owners a stumpage percentage of 20%, and 10 years rent paid in advance (\$20,000 or 25c/acre). AHI, therefore, gave the Parengarenga owners better terms than the NZFS had a decade earlier.²⁰⁸

AHI were able to concede a 75-year lease duration in contrast to the NZFS 99-year formula. Nuttall argued that the long duration of the NZFS leases conveyed effective ownership of the land to the lessees, almost *in perpetuity*. In her words:

... this necessarily cuts across some aspects of the traditional importance of land to the Maori people.

The removal of land for 2-4 generations into the control of profit-making enterprises and the Crown is not likely to enhance the bonds of the people with the land.²⁰⁹

Nuttall also made a strong case that during the 1960s and 70s, Maori lessors were disadvantaged in not knowing the kind of forestry production planned, and its impact on their future royalty income. On this score, the NZFS may have served lessors better than the private companies. The NZFS usually planned to export logs which returned three or four times the revenue of private company pulpwood. According to Nuttall, the Department of Maori Affairs

²⁰⁷ See Fig. 22: Nuttall, *Land for the Forests*, pp. 212-214

²⁰⁸ See Fig. 23: Nuttall, *Land for the Forests*, pp. 217, 223. Note that Nuttall's financial data is not inflation adjusted.

²⁰⁹ Nuttall, *Land for the Forests*, p. 220

misinformed lessors in 1979 that an 18% (sawlog) and 25% (pulpwood) stumpage royalty would equalise revenue.²¹⁰ Employment creation formed the major justification for forestry schemes among public (NZFS) and private company promoters. Yet forestry employment created in the Far North fell well short of the original projections.²¹¹ Nuttall cited Roper's 1978 study of comparative state-sponsored land development, which found that, in the Mangonui County, Lands and Survey spent more per hectare on its schemes than did the NZFS. The NZFS spent only \$58.15 per hectare at Parengarenga, compared to Lands and Survey's \$68.17 per hectare in its land development schemes (including Paua and Te Rangi Stations, eventually returned to Parengarenga owners in 1988).²¹² Nuttall concluded her 1980 critique of Northland forestry development based on leasing Maori land with a rejection of the 'mutual-benefit-agreement' position of the NZFS and private companies:

... the *obstacles* to Maori land development *remain*, and in fact *force* the alienation of land so that someone else can carry out its development. Until positive moves are made to assist the *owner*-development of Maori land, particularly in the provision of capital and sufficient reliable, expert advice; the afforestation of Maori land must be seen as another stage in the continuing alienation of Maori land [emphasis in original].²¹³

Although few Maori had an opportunity to familiarise themselves with Nuttall's critique of forestry leases, the Crown's unwillingness to return shares on fair terms encouraged them to assert their interests more vigorously during the 1980s.²¹⁴ In 1984 the Parengarenga Management Committee braced itself for a struggle to end the concessionary terms the Crown had enjoyed during the 60s and 70s. It resolved:

THAT this Committee . . . do all in its power to have the 99 year term of its lease with the NZ Forest

²¹⁰ Department of Maori Affairs, *Afforestation on Maori Land* (1978); cited in Nuttall, *Land for the Forests*, p. 224

²¹¹ See Northern Pulp Ltd, *Report to Te Hapua 42 Incorporation* 1978); cited in Nuttall, *Land for the Forests*, pp. 228, 231

²¹² RE Roper, 'Data collected for a study of alternative land uses in Mangonui County, Northland', Forest Research Institute, Rotorua 1978; cited in Nuttall, *Land for the Forests*, p. 233

²¹³ Nuttall, *Land for the Forests*, p. 238

²¹⁴ Even Nuttall's 'hero', Graham Alexander (the man who forced Carters to over the Ngati Hine Forest Trust better terms), had not read her thesis when I gave him my summary of it in July 1999. Graham Alexander, Oral history interview (13 July 1999). Graham won a celebrated case in the Auckland Supreme Court, with Mr Justice Mahon presiding, in July 1978.

Service reduced and also look into the possibility of an annual rental based on a lower stumpage rate.²¹⁵

One hopeful sign appearing in the dying days of the Muldoon National government was the support offered to Parengarenga by both Tom Parore and Sir Graham Latimer. By April 1984, Parore was vigorously supporting the owners, and so was Latimer, especially in his capacity as a leading member of the Board of Maori Affairs.²¹⁶ The concessionary Parengarenga terms were not set in stone. The Muldoon government had also initiated the process that led to the demise of the NZFS in 1987. This process helped stimulate community concerns about the future of forestry on the Aupouri Peninsula. The next chapter will, therefore, review the extent of community involvement in the operation of the entire ASF, including the Maori-owned Te Kao division, prior to 1987.

The Parengarenga lease needs to be seen as a product of its time. The terms Sexton originally offered the Maori owners during the 1960s appeared to be generous from the Crown's perspective. The 99-year duration of the lease also appeared to represent the long-term commitment of the NZFS, which certainly appealed to Maori. As economic circumstances changed with the entry of private competitors into the forestry market during the 1970s, the terms of the 1969 lease suffered by comparison with new private leases. The key question for Maori, however, was the Crown's apparent unwillingness to vacate its majority shareholding position at Parengarenga. This sullied the forestry partnership between Maori and the Crown, because it appeared to deny Maori the equality they sought in that partnership.

²¹⁵ Parengarenga Management committee minutes 28 Feb. 1983, MLC/Wh 4/2/12

²¹⁶ Tom Parore, File notes 5 April 1984, MLC/Wh 4/2/12, Oral history interview (13 July 1999); Sir Graham Latimer, pers. comm. 23 Sept. 1999

Chapter six

COMMUNITY PARTICIPATION IN THE AUPOURI STATE FOREST

The community agreements negotiated during the 1960s led both Mick Sexton and Des Ogle to treat the entire forest as a community asset. Sexton made this abundantly clear in the 1987 Crown-commissioned history of the forest. As far as he was concerned, the forest was 'part of their [Far North] community'. The NZFS agreement to employ local people, both Maori and Pakeha 'played no small part in confirming that the forest [was] . . . an integral part of the community'. The great gift of the ASF, he wrote, was that it allowed:

First: A return of the people to their homeland.

Second: A realization by everyone that the forest is an integral part of the community.

Sexton concluded his report with an appeal to the Crown to respect the community stake in keeping the forest united and publicly owned:

To gain maximum benefit to the land owners [both Crown and Maori], the community and to New Zealand, Aupouri Forest and its component [Maori] leased areas must be handled as one . . . United we can stand and prosper through our united strength; divided we can only fritter away *our assets* and be left grasping at the shadow of what could have been [emphasis added]

I think it is highly significant that Sexton referred to the forest as the 'Aupouri Forest', and not to it by its official name, the Aupouri *State* Forest, throughout this report and throughout his NZFS correspondence during the 1960s. He told me over the telephone recently that he omitted the *State* from the title because 'this was a forest for the tribe . . . a forest for the people'.²¹⁷

Ogle took his cue on community participation from Sexton. His autobiography, entitled *Beyond the Twenty Foot Stump*, is full of expressions of community pride. That pride was expressed by both the predominantly Maori Te Kao community, and the larger, more diverse communities of Awanui and Kaitaia associated with the southern Hukatere Division. When Ogle retired from the NZFS in 1982, he was given memorable community farewells at both Te Kao and Kaitaia. The sentiments of the Te Kao farewell are captured by Ogle's speech notes 'used . . . at Waimirirangi Marae' appended to Sexton's 1987 report and introduced by Sexton as 'the

sentiments which guided the establishment of the forest as a community oriented project'. Ogle's speech notes concluded:

it is a sad day for me to be at Waimirirangi to say Hei Konei Ra to my people, but I am also proud to be invited on to the marae to be farewelled . . . I leave behind me three things for you:

One to remember

One to acknowledge

One to enjoy

First make sure that the Tamariki remember the old place names, they were given by the Tupuna and should never be forgotten.

Second I give you a motto:

Me mahi tatou — Kia Kaha te Iwi.

Third I have made you a food basket:

The forest of Te Aupouri — it has made the sandhills bloom again and must never again be destroyed as it was in the past. Out of that basket you can only take what you put into it NO MORE NO LESS. That basket is your life — Guard it with your life

TENA KOUTOU—TENA KOUTOU—TENA KOTOU KATO²¹⁸

In May 1999 I asked Ogle about paragraph 1(d) of my Waitangi Tribunal Aupouri State Forest commission which stated that I should ascertain whether there was:

Evidence of significant community participation in the management and promotion of the Aupouri State Forest prior to the disestablishment of the New Zealand Forest Service in 1987.²¹⁹

In answer to The Tribunal's question about whether there was evidence of such community participation, Ogle wrote:

Up until [retirement in] 1982 very much so, the forest was promoted by and used for many activities by the public and there were many visits by overseas foresters, by Maori groups of various ages, by school children as well as groups from the County and the Borough. A Woodsman School was established in 1974, and a Forest Museum in 1977.²²⁰

Clearly, Ogle saw community relations as a key part of his role as ASF Officer in Charge from 1963 until 1982.

In fact, Sexton chose Ogle as his 'man at Aupouri' partly because of his community

²¹⁸ Appendix II in Sexton, Aupouri Forest

²¹⁹ Rigby, Aupouri State Forest commission (Wai 45, 3.23)

²²⁰ Ogle, comments on Rigby commission (May 1999)

relations skills. Ogle demonstrated these skills immediately upon arriving at Aupouri from a similar position at Glenbervie (near Whangarei). The first problem he had to solve was a long-standing case of community tension. A predominantly (though not exclusively) Maori community group called the Houhora Riding Settlers' Association had, for some time, objected to 'outsiders' engaging in illegal grazing and burning-off on Crown land west of Ngataki and Houhora. Andrew Rollo, the Association secretary (and later Parengarenga Incorporation secretary) notified Gerard, the Minister of Forests and Lands, that members of his association had long protested this illegal grazing and burning-off in the State Forest area, and in the adjoining Lands and Survey Te Raite block. Rollo had protested these practices to both NZFS and L&S officers, apparently without effect. His association's main concern was the fire risks and environmental degradation associated with such trespass.²²¹

As Minister of Lands, Gerard referred this matter to the NZFS. In a report entitled *Illegal Grazing - Aupouri Forest*, Sexton stated that he had paid a lot of attention to this problem. He believed that it had caused some tension between Maori and Yugoslav families.

It was with this knowledge of the complexity of the problems in the area that I recommended Mr Ogle be appointed to the forest. His lengthy experience in the far north particularly fits him for the difficult job which has to be done at Aupouri.

Rather than heavy handedly prosecuting all those responsible for illegal grazing, he hoped Ogle could quietly find 'out who are the reliable people in his district and what the problems really are'.

This way, he hoped that trespassers could be moved off forest land in advance of planting.²²²

Accordingly, Gerard (writing as Minister of Forests) informed Rollo that Ogle, in consultation with Sexton, would attend to the problems identified in a diplomatic fashion. The Minister stated that the NZFS 'does not intend to be precipitate in attempting to correct long standing abuses, although it is essential in its own interests that it does correct them'. He expressed appreciation of the association's cooperation in fire prevention and conservation.²²³ Ogle solved the problem in the most positive way: by conducting guided tours of the ASF for all

²²¹ AM Rollo (Sec. Houhora Riding Settlers' Assn.) to Minister of Lands 3 May 1963, F 6/1/187

²²² Gerard (Min. of Lands) to Rollo 14 May 1963; Sexton to HO 12 June 1963, F 6/1/187

²²³ Gerard (Min. of Forests) to Rollo 2 July 1963, F 6/1/187

manner of groups. He knew that if local people developed a sense of respect for the work of the NZFS, they would act with a greater sense of community responsibility, and with a heightened awareness of the need to protect a fragile environment.²²⁴

Ogle, of course, could not solve all the problems that might arise in community relations. In 1968, he encountered a difficult problem at Te Kao. There, the Headmaster of the Te Kao District High School alerted the then Minister of Maori Affairs, Ralph Hanan, to local dissatisfaction. He protested the NZFS closing of the road from Te Kao to the Maunganui Bluff (the best beach access) during the previous summer. According to the complainant, this 'has caused considerable anti-pakeha feeling, as people feel they have been let down on the original agreement [to allow controlled access to the beach] . . .' This was a serious problem, he wrote, because Te Kao people 'depend upon sea foods . . . in their diet . . .'²²⁵ Keith Laurence of Maori Affairs sympathised with the complainant, because he believed Te Kao people regarded the Parengarenga section of the forest 'as tribal land' to which they should be guaranteed a right of traverse.²²⁶

As Ogle explained, however, the NZFS had negotiated the terms of access with Parengarenga owners. Two key Management Committee members, Wiki Karena and Rikihana Etana, policed access along the Bluff road, because they held the gate keys, together with Barry Osbourne, the Te Kao NZFS Ranger. When people first expressed dissatisfaction, Ogle asked Koro Nathan to call a hui at the local Marae where the issues were fully discussed. According to Ogle, the local people decided at that hui to allow the owners and Ranger Osbourne to continue to control access.²²⁷ The Headmaster remained unconvinced that the NZFS had fulfilled its community responsibility. In 1970 Ogle accused the Te Kao Headmaster of 'again adopting the role of rabble-rouser'. Ogle complained that he had sent letters of protest to parents without ever discussing the matter with either himself, or the Parengarenga Management Committee members.

²²⁴ Des Ogle, Oral history interview (13 July 1999); Ogle, comments on Rigby commission (May 1999)

²²⁵ BE Armstrong (Head Teacher, Te Kao District High) to Hon JR Hannan 17 Sept. 1968, BAOY 4229/41a

²²⁶ K Laurence (Dist. Off. MA) to Sexton 24 Sept. 1968, BAOY 4229/41a

²²⁷ Ogle memo 1 Oct. 1968, BAOY 4229/41a

Ogle asked Andrew Rollo, the Incorporation secretary, 'to point out to Mr Armstrong the legal situation governing the use of the road'.²²⁸ Even though Ogle may not have solved this problem, it was not from want of trying in consultation with both Maori owners and the community.

Crown commitment to community consultation encouraged the Te Kao people to negotiate other development projects during the 1960s and 70s. In September 1970, the *Northern Advocate* reported the *Treaty of Parengarenga*, in a headline which included how 'Prayers, speeches mark[ed the]completion of [the] deal'. This *Treaty* was the contract for the silica mining and dredging at Kokota, the south head of the Parengarenga harbour. The *Advocate* article began:

A commercial deal was concluded on Friday in an unusual atmosphere when, with speeches, songs and gifts, an agreement was signed between the Aupouri Trust Board and glass interests to exploit the vast silica sand deposits of Parengarenga.

Before long they were calling it the Treaty of Parengarenga and the businessmen who were present waxed sincere in their statements that it was a unique and touching occasion and that they appreciated the hospitality.

The silica royalty agreement signed by representatives of the Aupouri Trust Board and NZ Window Glass-Alex Harvey Industries was in the form of a 42-year lease. The lessee companies agreed to pay an annual rental of \$1500 and a 10 cents/ton royalty on sand taken from Parengarenga 5BL (2840 acres). A royalty of 2½ cents/ton would be paid to the Trust Board (in addition to what is paid to the Crown) for sand dredged out of the harbour.²²⁹

Although the silica contract did not grow directly out of the forestry agreements of the 1960s, it featured the same spirit of community cooperation exhibited on the ground by the NZFS. This spirit was manifest in Ogle's implementation of aspects of the NZFS Parengarenga lease. In 1969 Wiki Karena wrote to him acknowledging his request that Parengarenga owners identify reserves within the forest area. He identified three: (a) an urupa on a hill called Roimata of 10-15 acres; (b) an urupa on the hill at Waimahuru of about 5 acres; and (c) two recreational areas near the Bluff. Instead of reinterring exposed koiwi in the urupa, the people wanted them to be 'buried

²²⁸ Ogle to Kaikohe 23 Mch. 1970, BAOY 4229/41a

²²⁹ *Northern Advocate* 7 Sept. 1970, BAOY 4229/41a

deep where they are found. He thanked Ogle 'on behalf of the people for your consideration on a most important matter to the people'.²³⁰ It was out of concern for preservation of wahi tapu, and for the safe-keeping of artifacts, that Ogle founded the Aupouri Forest Museum at Te Kao in 1977, after commissioning archaeological surveys in the forest area.²³¹

Ogle's establishment of an Aupouri Woodsman School in 1974 also testifies to community participation in the operation of the ASF.²³² Te Kao community leaders first proposed such a school in 1964 after Ogle took them on a site inspection of the ASF. The group were most impressed with the work and wanted answers to several questions regarding the future of the ASF. Their first question was: 'Are there any Forestry Schools open that could give the necessary training to any of our more capable children?'²³³ This question provoked a supportive answer from NZFS Head Office. A Wellington official wrote that the NZFS was indeed interested in attracting Maori recruits to Woodsman schools. As indicated in chapter 4 on 'Community Agreements', this official stated: 'We would bend over backwards to get a Maori Forester'.²³⁴ Minister of Forests Gerard also wrote to Matiu Rata on the same subject. Gerard expressed regret that the NZFS lacked a single Maori Forester, because, he believed 'the Maori people have much to offer in developing forestry in New Zealand'.²³⁵

It took Ogle a decade to get a Woodsman school for the ASF, but he got it with the full support of the Far North community, both Maori and Pakeha.²³⁶ At the 1971 Parengarenga AGM in Kaitaia, the shareholders expressed great satisfaction with a recent tour of the ASF Ogle had organised. They resolved 'to set up a bursary worth about \$250.00 per annum to assist in the

²³⁰ W Karena to Ogle 19 May 1969, BAOY 4229/41a

²³¹ Ogle, *Beyond the Stump*, pp. 96-99. On the archaeological surveys, see NZFS Archaeological files, Auckland Conservancy, BADY/A584; Archaeological sites, ASF 1976-1987, BBAX 1124/815-8116

²³² Ogle, *Beyond the Stump*, pp. 99-102

²³³ LP Riki (representing a group that included Waiari Matiu, Hopa Paraone, Wiki Karena, and Kaaka Wiki) to Rata 20 Sept. 1964, F 6/1/187

²³⁴ CND[?] Kenderdine to N Brailsford 12 Oct. 1964, F 6/1/187

²³⁵ Gerard to Rata 21 Oct. 1964, F 6/1/187

²³⁶ Ogle, *Beyond the Stump*, pp. 99-102; Sale, *Forest on Sand*, p. 69

training of a young [Aupouri] man in Forestry'.²³⁷ Mark Fielder wrote, in his 1985 thesis on the ASF, that the Woodsman School:

was established at Aupouri at the suggestion of the Far North Development Committee in January 1974. It aimed to increase employment opportunities and provide long term continuity of employment and enhance career opportunities for local school leavers.²³⁸

The Far North Development Council grew out of several regional development initiatives during the 1970s. Colin Sutherland, the NZFS District Ranger in Kaikohe from 1973 until 1986 fully supported these regional initiatives which included the founding of the Aupouri Woodsman school.²³⁹

Both Sutherland and Ogle served both the broader community and the NZFS in pursuit of common goals of employment creation. In 1975 the NZFS commissioned DW Child to prepare a report on the economic impact of the ASF on the Northland economy. Child concluded:

The rationale for commencement of planting at Aupouri Forest included production of more timber for Northland's future need, relief of unemployment, and stabilisation of an eroding landform. It was soon realised that Northland's timber requirements would be minimal and justification was then shifted towards regional development with the establishment of an export oriented forest industry.

Child recorded that Sutherland's predecessor, RG (Bob) Lawn, described 'The planning and development of the Aupouri afforestation project' in 1970 as a response to a perceived 'lack of timber resources for the far north . . .' Child added that there was also 'strong local pressure for afforestation for relief of unemployment'. Finally, he indicated that the 1975 Northland Regional Management Plan described the ASF as 'a nucleus to proposed major forest development . . . supplying an export oriented forest industry . . .'²⁴⁰ Sutherland was never in two minds about the purpose of the ASF. In 1975 he expressed support for Child's recommendations for planning Far North forestry as the nucleus of an export industry. He added, however:

One of the prime requirements . . . is that social needs of the region are safeguarded in that full year round employment is available. An employment problem has always been recognised in this area and

²³⁷ Ogle to Auckland 10 Jan. 1971, BAOY 4229/41b

²³⁸ Mark Fielder, 'Forestry and People: A Case Study of Community and Work Force Attitudes towards Aupouri Forest' (MFSc. thesis, University of Canterbury 1985) p.65

²³⁹ Colin Sutherland, Oral history interview (29 July 1999). Colin belonged to about half a dozen regional planning agencies in his official capacity as NZFS Northland District Ranger

²⁴⁰ DW Child, 'Investigation of Management Alternatives for Aupouri Forest' June 1975, BBAX 1124/563b

this was why an afforestation project was first established.²⁴¹

Both Sutherland and Ogle believed that the ASF was truly 'a forest for the people'.²⁴²

Fielder's 1985 thesis was a noteworthy attempt to measure the extent of community support for the ASF. According to Ogle, Fielder arrived at Aupouri as a NZFS Forester in 1979-80. His thesis recorded how five years later 'politically-active groups' were 'demanding increased participation in planning concerning forestry'.²⁴³ Ogle retired at about the time when the NZFS began to review its national commitment to encouraging community participation in forestry.²⁴⁴ Less than a year before Ogle's farewell, the NZFS closed its Aupouri and all other Woodsman Schools. This marked the beginning of a long drawn out retreat from community forestry participation at the ASF.²⁴⁵

Fielder documented this NZFS retreat from community participation. His community forestry study followed the example of James Ritchie's study of a Central North Island community called 'Rakau' during the 1960s. Ritchie paid careful attention to the culture of Maori forestry workers and the bicultural nature of the community. He:

concluded that forestry had an integrative influence on the Rakau community. The Forest Service had built up a strong Esprit de Corps by organising the work into small two to four man self-selected gangs.

Friendship, on and off the job was so integrated, Ritchie felt it was difficult to tell which came first.²⁴⁶

Fielder decided to test the Ritchie model at the most bicultural part of the ASF, the Hukatere (Waipapakauri) Division. He recorded how during the 1970s the ASF became the dominant employer north of the Moerewa Freezing Works (near Kawakawa). The people of the Far North

²⁴¹ CD Sutherland (District Ranger) to Auckland 22 July 1975, BBAX 1124/563b; Sutherland, Oral history interview (29 July 1999)

²⁴² Des Ogle, pers comm (27 Sept. 1999)

²⁴³ Fielder, *Forestry and People*, p.1

²⁴⁴ The 1981 McLean report recommending that the NZFS follow purely commercial goals may mark the beginning of the end of the era of community participation in forestry. Ian McLean, 'Financial Management in the Forest Service' (NZ Forestry conference paper 1981); cited in Roche, *History of Forestry*, pp. 390, 395

²⁴⁵ Fielder, *Forestry and People*, p. 65

²⁴⁶ Fielder, *Forestry and People*, pp. 14-15

regarded this source of employment as extremely important throughout the 70s and 80s.²⁴⁷

Fielder described the 1971 'community forest' incident to illustrate the extent of community support for employment creation. The NZFS dropped a bomb-shell in April 1971 when it announced that it was about to reduce the ASF work-force from approximately 100 to 37 jobs. The community responded by adopting thousands of *pinus radiata* seedlings destined for destruction as a result of this cut-back in the planting programme. In fact, the citizens of Far North communities purchased 134,000 seedlings, and with them established a 58-hectare Community Forest at Waipapakauri (not far from the ASF Headquarters and the Aupouri Woodsman School).²⁴⁸ During this affair, Dr WF (Bill) Parkes, a Kaitaia family doctor, best expressed community sentiment. He wrote, in a letter to the editor of the local newspaper:

To New Zealand Aupouri Forest is one source of timber but to Mangonui County it is one vital source of employment, one of the few we have outside of farming . . . We must make it clearly understood that Aupouri is not just another industry in a district that has many other sources of employment — it is virtually our sole hope for employment expansion in the immediate future . . .²⁴⁹

Parkes had the full support of Millie Srhoj, Chairman of the County Council, Des Bell, Major of Kaitaia, and the Aupouri Maori Trust Board. The Secretary of the Trust Board wrote to Minister of Forests, Duncan McIntyre, the following month, expressing concern that the NZFS cut-backs would inevitably harm the Te Kao, as well as the Hukatere Division, planting programme:

If this should prove to be the case then the people of Te Kao are likely to experience considerable hardship over the coming winter months. Many of our farmers have been seriously set back due to successive drought years and most are presently living away from home working at the freezing works at Moerewa. When the season finishes they are depending on gaining employment on the forestry scheme. [If the NZFS cut-backs proceed they] . . . will face hardship and the humiliation of being unemployed.²⁵⁰

Finally, Ogle admitted to Fielder that he had alerted the community to the cut-backs (probably at the risk of retribution from his Head Office superiors). His loyalty to his strong community

²⁴⁷ Fielder, *Forestry and People*, pp. 28, 50-52

²⁴⁸ Fielder, *Forestry and People*, p. 53

²⁴⁹ *Northern Age* 27 April 1974; quoted in Fielder, *Forestry and People*, p. 53

²⁵⁰ Quoted in Fielder, *Forestry and People*, p. 54

commitments paid off for the people of the Far North. The NZFS backed off, and restored the previous planting targets to allow it to retain the 100 person forestry work-force in the winter of 1971.²⁵¹

Ogle also acted as a community watchdog in 1980 when he alerted locals to a NZFS report proposing that the ASF produce pulp and paper rather than higher value, and more labour intensive, timber products. Again, risking reprimand from Wellington, Ogle told a *New Zealand Herald* reporter that:

the work force at Aupouri would be drastically reduced as a result of changing to a pulp regime probably by as much as 120 of the 150 men employed permanently at present. Mr Ogle said that although the pulp mill envisaged could provide employment for as many as 500 the work would not necessarily go to local people. So we would be creating unemployment here he said. In the meantime with unemployment highest in Northland people are jealously guarding all work opportunities. People in the far north have taken pride in watching their forest grow and seem to want to make sure it is used to best advantage.²⁵²

Alerted to the dangers of centralised economic planning without local consultation, the County and Borough Councils immediately appealed to the new Minister of Forests, Venn Young. He told them that the government would not relent from its plans to establish a diversified forest products industry in the Far North. He more or less assured community leaders that they would be consulted in such economic planning.²⁵³

Ogle's preemptive criticism of the threatened introduction of an NZFS pulp regime had the unintended consequence of undermining local community support for private pulp production. In his January 1982 report to the Parengarenga Incorporation shareholders on behalf of the NZFS, Ogle stated that there had been a poor local response to a call for thinning tenders at the Te Kao Division of the ASF. Thinnings were destined for pulp production at a mill which Northern Pulp

²⁵¹ Ogle, *Beyond the Stump*, pp. 71-81; Sale, *Forest on Sand*, pp. 42-44

²⁵² *New Zealand Herald* 21 July 1980; quoted in Fielder, *Forestry and People*, pp. 56-57

²⁵³ *Northern Age* 21 August 1980; quoted in Fielder, *Forestry and People*, p. 57

Limited proposed for Lake Ngatu (near Waipapakauri).²⁵⁴ As Fielder recorded:

The threat of loss of jobs at Aupouri due to a change in the regime served to unite the work force under the local union. In February, 1982 when objections were called against the N.P.L. mill at Lake Ngatu, over 150 workers from Aupouri signed as objectors. They stated that the mill represented a threat to the silvicultural regime on the forest and, therefore, their jobs.²⁵⁵

The threat to local employment was very real in 1982-1983, but it came not from Northern Pulp but from NZFS moves to reduce its workforce. The predominantly Maori communities of Te Kao and Te Hapua were among the first to bear the brunt of this move. There the NZFS layoffs hit especially hard, because they remained the poorest communities in the Far North. Furthermore, as Fielder put it, Te Hapua and Te Kao people were conscious of the fact that without Maori 'lobbying of central government, Aupouri Forest would probably not exist today'.²⁵⁶ Ogle, who by 1983 had retired to Whangarei, responded to the new NZFS practices at Aupouri with a mixture of dismay and anger. For over 19 years he had convinced 'his people' at Aupouri that the NZFS would stand by them. The NZFS began a long retreat from its previously acknowledged community commitments even before Ogle's retirement.²⁵⁷ By 1987 when the Crown disestablished the NZFS, it had long since become merely a shell of its community-conscious self during its heyday at Aupouri before 1983.

Perhaps the highest point for community participation and pride in the ASF came on 4 September 1981 when the Te Kao Division marram planting advancing from the north met the Hukatere planting near Te Arai Point. In his book, Ogle recounted how the workers chose to celebrate the accomplishment at the historic hill of Wherowhero. In his words:

There, on that hill, men, women, visitors, young and old, joined in the final planting to complete the stabilisation of the dunelands. Past employees and local people were not going to let the occasion pass without some form of celebration taking place. Te Kao people were not going to be left out either. . . .

²⁵⁴ Parengarenga Incorporation AGM minutes 8 Jan. 1982, MLC/Wh 4/2/12. At this AGM Incorporation Chairman, Etana Nathan, recognised Ogle's contribution in creating the Te Kao Division of the ASF (in view of his impending retirement).

²⁵⁵ *Northern Age* 23 June 1981; quoted in Fielder, *Forestry and People*, p. 58

²⁵⁶ Fielder, *Forestry and People*, p. 63

²⁵⁷ Ogle, pers comm (27 Sept. 1999); Sutherland, Oral history interview (29 July 1999). See evidence of the post-Ogle management regime at the ASF: Fielder, *Forestry and People*, pp. 120-121, 124, 167, 170, 174

Over 400 people lined the top of the hill to watch the men plant up the sides of Wherowhero and meet at the top. After much cheering and some emotion by observers as the teams finally met, everyone then returned . . . to the marae at Te Kao. There, the local people had organised a great feast with which to end a great day.

The visitors were called onto the marae with a karanga, then went into the meeting house for speeches of welcome by the elders. Many speakers cast their minds back to the early days when there seemed to be no sound economic future for their district. They made glowing remarks about the achievements to date and the prospects for the future. Wiki Karena, Rewi Ihaka, Hare Kapa, Andrew Rollo, Niki Conrad and Bill Mare were some of the welcoming speakers. Replies were made by Mick O'Neill, the Conservator, Colin Sutherland, the District ranger, and by myself, as officer in charge. To end the occasion I made a presentation to Kevin Ihaka, a third generation employee. His grandfather Jimmy had worked in the forest and Jimmy had been with us for nearly two years. The gesture was roundly applauded by everyone . . .

That day was one to be remembered for a lifetime. The camaraderie and comradeship was automatic. There was no hint of 'you and us', there was no 'I'm a Pakeha, you're a Maori', there was just the joy of being part of a great project, now partly completed, where everyone had worked together in great unity.²⁵⁸

Ogle concluded his account of the 4 September 1981 celebration by stating that the emotion of that memorable day 'went far beyond the mere words of our logo . . . It was a day of total unity'.²⁵⁹

Despite this sense of common purpose, the relationship between local NZFS management and the Te Kao workers was not always harmonious. Jesse Everitt, a Te Kao 'gang leader' related a dispute between management and workers over harsh working conditions during the mid 1970s. In clearing a scrub covered part of the Maori land remote from road access, the workers had to walk some distance. Cutting the scrub to prepare the land for planting also exposed the workers to hazards, such as wasp stings. Once stung, the men had to walk several miles for first aid treatment because the NZFS had made no vehicle available for the Te Kao men.

Consequently, the Te Kao members of the Aupouri Labourers' Union held a stop-work meeting to demand that their employer provide a vehicle for the scrub-cutting gang. This, the workers saw as a health and safety issue. Everitt remembered Ogle travelling from Waipapakauri to deal with the dispute. According to Everitt, Ogle appeared quite angry about the situation when

²⁵⁸ Ogle, *Beyond the Stump*, pp. 121-123

²⁵⁹ Ogle, *Beyond the Stump*, p. 123

he arrived to negotiate with the union delegate, the Reverend Mu Hetaraka. Ogle remembered the incident quite differently. He believed he exhibited no anger. In any case, both men agreed that the matter was resolved both speedily and satisfactorily, when Ogle complied with the union's request to provide the gang with a vehicle (which had to be sent up from Waipapakauri).²⁶⁰

Even in relating this dispute with NZFS management, as represented by Ogle, Everitt expressed his respect for both the organisation and the man. According to Everitt, the Te Kao community believed that Ogle represented the long-term commitment of the NZFS to serving their needs during the 1960s and 70s. While few people at that time would have seen this as anything like a Treaty relationship, it was a relationship characterised by goodwill and mutual cooperation. The NZFS believed it had obligations to support communities like Te Kao *ad infinitum*. Successive generations of the people of Te Kao saw the NZFS both as a reliable employer, and as a local economic development agency. They were, therefore, very loyal supporters of the NZFS right up until its demise in 1987.

A sad post-script to the story of community participation in the ASF was that disillusioned former ASF workers apparently removed the hand carved logo from the Te Kao NZFS Headquarters soon after 1987 when the Crown disestablished the Forest Service. When I asked my oral informants about this in July 1999, only Ogle and Everitt could remember what had previously been a kind of ASF 'mauri', or life force. The missing logo remains a moving tribute to Ogle, Everitt, and to all others who created the forest:

Me mahi tatou—Kia kaha te iwi To strive together for strength in unity.²⁶¹

²⁶⁰ Jesse Everitt, Oral history interview, 12 July 1999; Des Ogle, Oral history interview, 13 July 1999

²⁶¹ Jesse Everitt, Oral history interview, 12 July 1999; Des Ogle, Oral history interview, 13 July 1999

*Chapter seven***RENEGOTIATION OF FOREST LAND AGREEMENTS**

The Crown's disestablishment of the New Zealand Forest Service on 1 April 1987 threw into question almost everything that the Aupouri State Forest stood for. It stood for employment creation, for regional economic development, and for community support. Although disestablishment loomed as a possibility as far back as the 1981 McLean report, the people of the Far North generally responded in uncomprehending disbelief when the Crown finally announced its disestablishment plans in late 1986. Maori sought to salvage something from what had come to be seen as a 'people's forest', in the words of its official historian.²⁶²

When the Waitangi Tribunal arrived in Te Hapua to begin its Muriwhenua hearings on 6 December 1986, claimants instructed their counsel, David Baragwanath QC, to challenge the impending transfer of Crown assets (including forest assets) to State-Owned Enterprises.²⁶³ In response to Baragwanath's submissions on this subject, the Tribunal decided to issue an 8 December 'Interim Report' which the *New Zealand Herald* reported under the headline 'Tribunal Urges Transfer Halt'. This report began:

The Waitangi Tribunal has asked the Government to stop the transfer of crown land to state-owned enterprises while claims affecting the land are still before the tribunal [in its 8 December Interim Report to the Minister of Maori Affairs, Lands, Forests, and Fisheries] . . . Judge Durie said the Treaty of Waitangi affirmed a special relationship between the Crown and the Maori people.

The *Herald* went on to quote extensively from the Muriwhenua Tribunal's Interim Report addressed to the Minister of Lands, Forests and Maori Affairs:

The honour of the Crown is at stake . . . We do not think in particular that the Crown should dispose of lands that are the subject of claims and risk thereby some prejudice to the Claimants' position' . . . Finally, and quite apart from actual or prospective claims and the position of many Maori people who had entered into long-term forestry and farming arrangements with the Crown, we question whether the Crown title was in all cases proven.

The Tribunal concluded:

²⁶² Sale, *Forest on Sand*, pp. 6, 36. This NZFS official history appeared in 1985.

²⁶³ Muriwhenua claim 6 Dec. 1986, Appendix 1 in Waitangi Tribunal, *Muriwhenua Fishing Report* Government Printer, Wellington 1988 pp. 245-254

... we wonder whether some of that recorded as Crown land is not in fact customary land or land to which, or usufructuary rights thereover, have not been extinguished. We sincerely hope that the Crown's most proper desire to act with due economy should not now limit the honour of the Crown that marked its advent in Aotearoa.²⁶⁴

Although this Interim Report eventually persuaded the Crown to amend the SOE bill, it also resulted in the legal action which produced the 1987 'Lands' case, and, eventually, the 1989 'Forests' case.²⁶⁵

The Muriwhenua claim raised the issue of the future of the 1969 Parengarenga lease. In late 1986 the Crown had intimated that it wished to assign that lease to the planned SOE to be called the NZ Forestry Corporation. Claimants were clearly dissatisfied with this. They were also dissatisfied with the concessionary terms they had offered the Crown in 1969, because now the Crown appeared to be backing out of all its Treaty obligations to them.²⁶⁶

Claimant dissatisfaction over the terms and duration of the Parengarenga lease had been mounting for a number of years. In 1983-84 the Parengarenga owners had rejected the National government's policy regarding the return of compulsorily acquired Crown shares in forest land. In this the owners had the full support of Sir Graham Latimer and the Board of Maori Affairs.²⁶⁷

When the Fourth (Lange) Labour government came to power in mid 1984, many owners believed that the Crown would rapidly respond to their plea for a fair policy regarding the return of Crown shares, and the renegotiation of the 99 year duration of the lease. When David Lange succeeded Robert Muldoon as Prime Minister in mid 1984, about 60% of the Maori-owned leasehold land at Parengarenga had already been planted in pines, so both the lessor Incorporation, and the Crown lessee, had a considerable long-term investment to protect.²⁶⁸

²⁶⁴ Interim report 8 Dec. 1986, Tribunal Muriwhenua Fishing report 1988, pp. 289-291; *New Zealand Herald* 11 Dec. 1986, BAOY 4229/47c (Tribunal claims)

²⁶⁵ See Andrew Caddie, 'Crown Forest Assets Act 1989', (Wai 45, P-14, Pt. 2 pp. 1-3)

²⁶⁶ Para 30 of Muriwhenua claim in Tribunal Muriwhenua Fishing report 1988 p. 249

²⁶⁷ Sir Graham Latimer, pers. comm. 23 Sept. 1999

²⁶⁸ NZFS Parengarenga A 'Annual Report' for year ended 31 March 1985, BAOY 4229/35c

Tom Parore continued as Director of Maori Affairs in Whangarei until 1987, and, as the Crown representative on the Incorporation Management Committee, he repeatedly emphasised the importance of this forestry partnership. His staff wrote a booklet titled *Kia Kokiri* in April 1984 to articulate this partnership perspective (which he regarded as merely an extension of the 1977-1984 *Tu Tangata* policy).²⁶⁹ After Ogle's retirement in 1982, Parore really took over the role of holding the NZFS to its obligations to the lessors. For example, Parore made suggestions for alterations to the draft NZFS Management plan for Parengarenga in early 1984. These suggestions included more careful sourcing of archaeological material by locality so it 'can eventually be returned to the Aupouri people'. He also stated, very forthrightly:

- (a) A commitment needs to be made to the training of local people in forestry ... [especially] in view of the closing down of the junior woodsmans course.
- (b) Employment policy should be to give preference to locals including contractors to prefer locals.

Parore referred to the lease review proposals put forth at the 1984 Waitangi hui on behalf of Parengarenga owners. He indicated that:

The proposal seeks a shortening of the lease term to a single rotation and conversion of the payment to the owners to an annual rental basis to give an immediate improved cash flow to the owners.²⁷⁰

During the years 1982-1988 Parore projected enthusiasm for Maori economic development typified by his 1984 'Far North Strategy'. This was a typed file note which began with the proposition 'that considerable potential exists as regards Maori interests in the North'. The headings included Te Hapua, where he recorded that oyster and recreation projects were under way. With the Parengarenga Incorporation he noted that it was still 60% Crown owned, but he wanted to settle the share price in anticipation of the return of Crown shares. He predicted that the neighbouring Lands and Survey Paua and Te Rangi Development schemes (originally part of the Parengarenga Topu) were 'to go back to Maori ownership'. Among his action points were the compilation of a 'land inventory (map, areas, valuations, tenures, ownership, annual income etc.)', and the 'preparing [of a] strategy to acquire Paua and Te Rangi'.²⁷¹ True to his word, Parore

²⁶⁹ Maori Affairs, *Kia Kokiri* Department of Maori Affairs, Whangarei, 1984; Tom Parore, Oral history interview (13 July 1999)

²⁷⁰ Parore to NZFS 13 Feb. 1985, BAOY 4229/35c; Parore file note 5 April 1984, MLC/Wh. 4/2/12

²⁷¹ Parore, 'Far North Strategy' 5 April 1984, MLC/Wh. 4/2/12

discussed each of these matters with the Parengarenga Incorporation Management Committee in September 1984. The committee agreed to approach Lands and Survey about the Paua and Te Rangi schemes. It agreed to seek to reduce the 99-year forestry lease to a single rotation, and it resolved to pursue the question of the return of Crown shares in the Incorporation.²⁷²

According to Gloria Herbert, Parore encouraged her father, Andrew Rollo, to prepare a submission on behalf of the Parengarenga owners for presentation at a Waitangi forum in early February 1985.²⁷³ Gloria read this important seven page submission (addressed to Koro Wetere, the new Labour Minister of Maori Affairs, Forests and Lands) on behalf of her father (who was suffering from terminal throat cancer) and the Incorporation at Waitangi. The 1985 Waitangi forum had hundreds of people and an impressive list of official guests in attendance. The four key points of 'redress' Parengarenga owners requested from the Crown were as follows:

- 1 'the return free of charge' of all compulsorily acquired 'uneconomic interest' shares which resulted in the dispossession of 1,243 out of the 1411 original owners 'leaving only 168 remaining;'
- 2 'the return of shares which the Crown acquired by live buying . . . at the price paid by the Crown plus interest at POSB [Post Office Savings Bank] rates;'
- 3 'the return of Paua and Te Rangi Development Schemes . . . to Maori ownership and control;'
- 4 'the reassessment of the present 99-year NZ Forest Service lease of Parengarenga lands with a view to reducing the length to allow for a single rotation only and review of the payments to give an immediate improved cash flow to the people'.

With regard to the *Basis of Submission*, two were stated in unambiguous terms. The submission was 'based in *general* on principles of human rights and natural justice and, *specifically*, on past actions which were contrary to provisions in the Treaty of Waitangi'. The Incorporation made its submission on behalf of both its shareholders 'and the many Aupouri people who have lost their turangawaewae' as a result of unjust Crown policies.²⁷⁴

Gloria Herbert read out in full to the Waitangi Forum a carefully crafted history of how

²⁷² Parore, Parengarenga A Incorporation Management Committee minutes 21 Sept. 1984, MLC/Wh. 4/2/12

²⁷³ Gloria and Anne Herbert, pers comm 12 July 1999

²⁷⁴ Parengarenga A Incorporation (and B3C Trust) to Hon Koro Wetere 2 February 1985 pp. 1-2, MLC/Wh. 4/2/12. The Aupouri Maori Trust Board, the Te Hapua 42 Trust, Matiu Rata, and Bruce Gregory MP also supported the submission.

the Crown had acquired a majority Parengarenga shareholding through both 'uneconomic interests' and 'live buying'. She also described the total Parengarenga Topu picture, illustrating how the Crown had acquired a 100% ownership of the 5,845 hectare Paua and Te Rangi Development schemes (Parengarenga B3B), while Maori retained full ownership of the 4,118-hectare area leased to AHI and Northern Pulp in 1979. On the 6,248-hectare NZFS lease, Mrs Herbert stated that it could be a 21-year wait before Maori owners could expect major stumpage returns. Since the lease did not expire until 2065, she said, that even 'our children of today will not be here to celebrate the return'.²⁷⁵

She highlighted the injustice of the Crown's compulsory acquisition of uneconomic interests. She stated that this policy:

was applied ruthlessly . . . depriving the people of their turangawaewae . . . Whole families were stuck off and they were not even allowed to combine shares . . . All told with live buying of shares as well, the Crown obtained some 23,500 acres at a cost of approximately \$21,000. The action was clearly contrary to the provisions of the Treaty of Waitangi.

She questioned whether the Crown's 'live buying' activities were conducted on a 'willing buyer willing seller' basis. She believed that the movement of many owners to the cities to support their families, and the Crown's offers of development assistance (premised upon Crown majority control, at least in the minds of many Maori owners), persuaded them to sell with great misgiving. The Crown had an obligation to return these 'voluntarily acquired' shares, therefore, at less than market rates.²⁷⁶

Gloria Herbert spoke of the 99-year NZFS lease as another outgrowth of an era when Maori had grown accustomed to losing control of their land. She noted that Ngati Hine had recently been able to reduce the duration of their private lease with Carters to 33 years in recognition of how Maori were progressively regaining control of their land. The Incorporation proposed that the duration of the lease should be reduced to 40 years, and that the annual rent should be increased from five cents per acre to 6-8% of the land value, with the eventual stumpage rate adjusted accordingly. This would give the Incorporation a desperately needed income stream

²⁷⁵ Parengarenga Incorp. submission 2 Feb. 1985 pp. 3-4, MLC/Wh. 4/2/12

²⁷⁶ Parengarenga Incorp. submission 2 Feb. 1985 pp. 4-5, MLC/Wh. 4/2/12

without having to wait for full production in the 21st century. She concluded the Parengarenga submission with the words:

We are a gentle people and we have been patient, perhaps too patient, during a 13 year struggle to gain the just treatment from the Crown which we believe we deserve . . . The extent of the injustices on our people demands that there be no further postponement of a decision. No legislative changes appear to be necessary: all that is needed is the will and a commitment from the Crown to take positive action. *We therefore ask that you consider our submission and that an urgent and favourable answer be given on each of the points raised.* . . . The discussion topics for the Waitangi Hui indicate it is now time for reconciliation and healing. We are prepared to forgive the Crown for the past injustices at Parengarenga. In return we ask that the mana of our land, and the mana of our people be returned to us [emphasis in original].

No reira ma to tatou Matua Nui i te Rangi koe a manaaki e tiaki. Kia ora mai ano.²⁷⁷

Parore fully supported this February 1985 Parengarenga submission. His staff even briefed the Incorporation on the legislative basis of Crown actions regarding uneconomic interests. In the Parengarenga Incorporation files at the Whangarei Maori Land Court is a briefing paper apparently prepared by Selwyn Peters (a Court and Maori Affairs employee) 'pertaining to the compulsory acquisition of minor shares in the Parengarenga Topu by the Crown'. On the provisions of the Maori Affairs Act 1953 legalising compulsory acquisition, Peters wrote with remarkable frankness:

It is now evident that the initial concepts or at least the methods of achieving the desired ends were obnoxious to the Maori people[,] hence the repeal of the offending statutes . . . some of the instances where the compulsory provision were applied clearly indicates that no proper regard was had of the views and desires of the owners of the minor shares compulsorily acquired. No proper thought was given to the effect and the need of the Crown acquiring the shares and in some instances, the values used in acquisition were not the current market value of the shares at the time of acquisition.

Peters recommended the compassionate return of compulsorily acquired shares at Pakohu 2B2AV (near Te Hapua) and at Parengarenga. He concluded stating that:

the Crown has a lot of responsibility for the present unsatisfactory state of affairs relating to the ownership of shares in development stations [such as Paua and Te Rangi]. The Crown should do everything in its power to restore the status quo [ie. restore Maori ownership] as there is no doubt that it was the precipitate action or policy of the Crown in dealing with Maori land that has caused the [problem?] Once a basis for the return of shares has been established, then the question of who would

²⁷⁷

Parengarenga Incorp. submission 2 Feb. 1985 pp. 5-7, MLC/Wh. 4/2/12

acquire the Crown's shares may be looked at.²⁷⁸

Parore and his staff (including Selwyn Peters) made sure that the Crown paid proper attention to these issues during 1985 and 1986. Koro Wetere, writing as Minister of Maori Affairs, formally acknowledged receipt of the Parengarenga submission. He told Gloria Herbert that the issues would receive proper investigation and 'you may expect my response as Minister of the separate portfolios invoked'.²⁷⁹ Parore facilitated negotiations between the NZFS and Parengarenga owners on lease reduction to a single rotation. He stated in a letter to the NZFS Director-General that the renegotiated lease would 'still give a fair return for the taxpayers' funds invested in the project'. Parore welcomed Kirkland's 'flexible "non doctrinaire" approach' to any financial adjustments necessary.²⁸⁰ Michael Corrigan, Parore's leading Field Officer, continued to facilitate negotiations between owners and the NZFS on necessary financial adjustments. Parore also told Head Office that he supported the February Parengarenga submission arguments 'as being logical and justified'. He reported that the owners were well along in getting the duration of the NZFS lease reduced, and that the Department of Maori Affairs should approve the return of Crown shares on the terms offered by Maori owners.²⁸¹

For some unknown reason, however, Wetere's staff in Wellington failed to act on Parore's advice during 1985. In September, Parore repeated his advice that the owners requests for Crown action were eminently reasonable, and could be implemented without great cost to taxpayers. The owners sought a meeting with Wetere. They considered lodging a Waitangi Tribunal claim, but preferred direct ministerial action.²⁸²

By March 1986 Cecil Hood, the NZFS land specialist, had come to an agreement in

²⁷⁸ Selwyn Peters, Draft paper 'Pertaining to the compulsory acquisition of minor shares in the Parengarenga Topu by the Crown' nd., MLC/Wh. 4/2/12

²⁷⁹ Wetere to Herbert 21 February 1985, MLC/Wh. 4/2/12

²⁸⁰ Parore to Kirkland 25 February 1985, MLC/Wh. 4/2/12

²⁸¹ Parore to Head Office 28 March 1985; Corrigan memo 15 March 1985; Parore memo 19 March 1985, MLC/Wh. 4/2/12

²⁸² Parore memo, 'Parengarenga Topu Crown Shares' 11 Sept. 1985; Parore to Herbert 17 Sept. 1985, MLC/Wh. 4/2/12

principle with the owners to reduce the duration of the Parengarenga lease to a single rotation.²⁸³ Unfortunately, Wetere's staff failed to act in support of the NZFS initiative during 1986. Partly as a consequence of this official inaction, the Parengarenga issues went into the Muriwhenua Waitangi Tribunal claim filed on 6 December 1986 in Te Hapua.²⁸⁴ The Minister did not act until Parengarenga owners arranged a meeting with him at the Potahi Marae in March 1987. Gloria Herbert remembered Mahia Nathan making an impassioned plea for Wetere's support at that hui. On 27 March 1987, Wetere wrote to Gloria Herbert supporting the reduction of the Parengarenga lease to a single rotation.²⁸⁵

Wetere's pledge was a pyrrhic victory for the Parengarenga people. He made it two years after he should have. He should have pledged support for the owners immediately after the February 1985 Waitangi forum. To his credit, in 1988 Wetere took steps to ensure the return of compulsorily acquired Crown shares, and to return Paua and Te Rangi Stations to the Parengarenga Incorporation.²⁸⁶ The return of Crown shares and the pastoral properties, together, represented a major victory for Maori owners, but they had to wait even longer than they imagined for the Crown to honour Wetere's promise to reduce the duration of the lease.

Despite the fact that Wetere was prepared to reduce the duration of the lease, he was still accepting official advice to assign the lease to the NZ Forestry Corporation, a State-owned Enterprise, in the face of owner opposition. Parengarenga owners opposed the assignment of their lease to an SOE because they believed that their agreement was with the Crown, and that the Crown could not assign its part of the bargain without their consent. They were particularly concerned when the NZFS and the succeeding Ministry of Forestry laid-off most of the Te Kao Division work-force in 1987. According to Jesse Everitt and Anne Herbert, few other forestry communities outside the central North Island suffered as much loss of per capita employment as

²⁸³ Corrigan to Tom Fraser (Parengarenga forestry consultant) 25 March 1986, MLC/Wh. 4/2/12

²⁸⁴ Herbert to Wetere 4 Sept. 1986; Parore memo 17 sept. 1986, MLC/Wh. 4/2/12; Para 30 in Muriwhenua claim 6 Dec. 1986, Muriwhenua report 1988, p. 249

²⁸⁵ Gloria Herbert, pers comm 29 Sept. 1999; Wetere to Herbert 27 March 1987, MLC/Wh. 4/2/12

²⁸⁶ Alexander, Consolidation and Development, p. 381-382; Anne Herbert, pers. comm. 28 July 1999

Te Kao and Te Hapua.²⁸⁷

Roche in his 1990 history of New Zealand forestry recognised that the hardest hit communities were predominantly Maori ones where people were reluctant to leave to find work elsewhere on a permanent basis. Alan Gibbs, chairman of the Forestry Corporation, signalled the new era of commercial forestry by announcing that it was 'very dangerous for people to start thinking of jobs as a social service'.²⁸⁸ This statement, of course, defied the history of the ASF, because it had always been a forest with a social purpose. It was cold comfort for the redundant ASF forestry workers to know that they had been sacrificed in the interests of commercial 'efficiency'. The Gibbs doctrine of efficiency contradicted both the evolving social contract of the 1960s and the regional development plans of the 1970s. Most of all it appeared to violate the spirit of the 1969 lease agreement, and the subsequent renegotiated agreement to reduce the duration of the 1969 lease to a single rotation.

In spite of Wetere's March 1987 promise to reduce the Parengarenga lease to a single rotation, this was not actually acted on by the Crown until December 1998.²⁸⁹ During the eleven years which transpired between Wetere's promise and the signing of a new lease agreement, Parengarenga owners successfully staved off the Crown's attempt to assign its leasehold interests, first to the Forestry Corporation, and then to Juken Nissho. Juken Nissho, the Japanese forestry giant, purchased in 1990 the cutting rights to all of the ASF except the Maori-owned portion. Instead of allowing their part of the forest to be privatised in this way, the Parengarenga owners have insisted in continuing their forestry partnership with the Crown. Thus, the old Te Kao Division of the ASF is today serviced by the Ministry of Agriculture and Forestry.²⁹⁰

The Maori owners' determination to keep the Te Kao Division within a recognisably Aupouri State Forest, testifies to their belief in a continuing relationship with the Crown. This

²⁸⁷ Jesse Everitt, Oral history interview 12 July 1999; Anne Herbert, pers. comm. 28 July 1999

²⁸⁸ N Sallee, 'Massive Money Savings, but Enormous Social Costs', *National Business Review*, 18:6 (1987) pp. 18-19; quoted in Roche, *History of Forestry*, pp. 386-387

²⁸⁹ Peter Gorman (Ministry of Agriculture and Forestry), pers. comm. 29 June 1999

²⁹⁰ Peter Gorman, pers. comm. 29 June 1999; Jesse Everitt, Oral history interview, 12 July 1999

relationship grew out of the history of the entire forest, not just the 20% which grows on Maori land. It is a living Treaty relationship rooted in the past, but also with a future to be further renegotiated.

*Chapter eight***FOREST EXPANSION 1973-1999**

The penultimate chapter in this report explores an apparent anomaly. How did the administrative boundaries of the Aupouri State Forest expand well beyond the limits of the Aupouri Peninsula after 1973? This is the question posed by section 1 (f) of my Tribunal commission calling upon me to report on this matter.

This forest expansion apparently began when Colin Sutherland became the new Kaikohe-based District Ranger in 1973. He engaged in a pragmatic lease extension and land acquisition programme with the assistance of Cecil Hood, the Head Office land specialist. These two individuals undertook a two-pronged expansion programme. They extended leasehold arrangements on the Aupouri Peninsula, and they acquired land in remote areas such as Aputerewa (near Mangonui), and Digger's Valley (near Takahue) for the NZFS. They did so simply to increase the production and employment opportunities of the ASF.²⁹¹

An example of leasehold extension was the Wagener Mt Camel property. In 1975 Mr and Mrs WA Wagener offered to lease 2,800 acres of their 5,910 acre property to the NZFS. Sutherland recommended that this area could be well administered as part of the ASF since it was, like the section of the forest immediately west of Houhora, also a sandy area.²⁹² Sutherland and Hood also negotiated several lease extensions in the Te Kao area. The trustees of Parengarenga C (adjacent to the NZFS Te Kao HQ) in 1977 offered to lease 3,640 ha. to NZFS. Black recommended Head Office approval, and that the matter be brought to the attention of Cecil Hood.²⁹³ On some occasions the NZFS told landowners that it was unable to consider leases for less than 5,000 acres unless it adjoined existing forest. Sutherland told the owners that they would therefore have to amalgamate with the B3C Trust (leased to private companies) to have their 80

²⁹¹ Colin Sutherland, Oral history interview (29 July 1999); Cecil Hood, pers comm (1 July 1999)

²⁹² CD Sutherland to Auckland 9 June 1975, BAOY 4229/190b (Aupouri land acquisition)

²⁹³ DA Black (Auckland) to HO (Management) 17 June 1977, BAOY 4229/190b

acres planted.²⁹⁴ On another occasion, Sutherland told Vicar Phillip Kapa that although his area on offer adjoined the ASF, it did not reach the required acreage of 2,000.²⁹⁵ These were typical 1970s forest expansion negotiations which usually involved the extension of leasehold arrangements.

During the 1980s more direct acquisitions of forest land became more common. Hood negotiated a deferred license payment arrangement at Onepu in 1981 with the Aupouri Maori Trust Board. This complicated arrangement brought most of the so-called Onepu Compensation Area into the ASF.²⁹⁶ During 1983 the National government announced a \$27.5 million forestry planting programme to provide jobs in areas of high unemployment. The government designated Northland to be a priority area.²⁹⁷ Then the *Northland Age* reported a little over a month later that the NZFS planned to acquire an additional 750 hectare forest in the Far North to provide 86 new jobs. The NZFS denied that it was planning anything like this, apparently because the local Federated Farmers opposed forestry expansion.²⁹⁸ In fact, the NZFS had been in negotiation for the purchase of areas totalling 1329 hectares 'east of Kaitaia', but apparently chose not to divulge this publicly. According to NZFS records, these areas included the following:

- 1 A 172 ha. area due north of Pamapurua (by about one mile);
- 2 A 204 ha. area of bush 'unsuitable for exotic conversion' (no location given);
- 3 A 286 ha. scrub area (also no location);
- 4 A 839 ha. area of former pasture (no location).²⁹⁹

The outcome of all this pragmatic lease extension and land acquisition is that the Aupouri State Forest in the 1990s has expanded into areas east of Kaitaia which are remote from the Aupouri homeland near Te Kao. Ogle indicated to me that he would have objected to bringing

²⁹⁴ Sutherland to HR & L Wiki 2 Sept. 1977, BAOY 4229/190b

²⁹⁵ Sutherland to P Kapa (Vicar, Takapau) 5 Sept. 1977, BAOY 4229/190b

²⁹⁶ Cecil Hood, pers comm (1 July 1999); Des Ogle, 'Te Aupouri Peninsula' (handwritten draft, June 1998)

²⁹⁷ *New Zealand Herald* 18 May 1983; cited in Fielder, *Forestry and People*, p. 59

²⁹⁸ *Northland Age* 21 June 1983; cited in Fielder, *Forestry and People*, pp. 59-60, 63

²⁹⁹ HD Corbett, 'Report on the . . . Proposed Acquisition of Five Properties East of Kaitaia' (Feb. 1983), BAOY 4229/190b

such remote areas within the boundaries of the ASF had he been consulted in forest expansion. He said this because the ASF, he believed, had a special association with the Aupouri tribe.³⁰⁰ His successor, Tony Russell, and Hood saw the matter merely as one of pragmatic expansion and administrative convenience.³⁰¹ Colin Sutherland pointed out that Aputerewa and Diggers Valley should have been administered from Kao as part of the Otangaroa State Forest. When Timberlands took over this forest in 1988, however, it moved its operational headquarters from Kao to Kerikeri. That meant that Aputerewa and Diggers Valley could be administered more directly from the ASF headquarters which Juken Nissho took over at Waipapakauri in 1991.³⁰² Be that as it may, the plain fact of the matter is that the Aupouri State Forest now extends well beyond the Aupouri Peninsula into the rohe of Ngati Kahu (Aputerewa) and Te Rarawa (Diggers Valley).

Although closely associated with the Aupouri tribe based at Te Kao, the ASF has never been exclusively associated with Aupouri. When Tirakatene and Entrican first proposed a major exotic forest in 1958, they did so at Te Hapua, the home of Ngati Kuri. They believed that Te Hapua people, living with few visible means of support, deserved first call on forestry opportunities. There is also a certain irony in the fact that the largest division of the ASF came to be called the Hukatere Division. This accounts for the roughly 80% of the forest planted on Crown land (albeit Crown land acquired in a disputed 1858 purchase). The irony in this arrangement is that Hukatere was the traditional boundary between Te Aupouri and Ngati Kuri in the north, and Te Rarawa (and perhaps Ngai Takoto) in the south.³⁰³

³⁰⁰ Ogle, Oral history interview (13 July 1999)

³⁰¹ Tony Russell, Oral history interview (9 July 1999); Cecil Hood, pers comm (1 July 1999)

³⁰² Colin Sutherland, Oral history interview (29 July 1999); Russell, Oral history interview (9 July 1999).

³⁰³ Ross Gregory, oral evidence before Waitangi Tribunal (4 March 1991)

*Chapter nine***CONCLUSION**

The conclusion of this report will summarise the general interpretation of the history of the ASF presented in this report. It will then identify four Treaty issues arising from that evidence and interpretation.

The essential historical context for the entire report revolved around the distribution of land ownership along the Aupouri peninsula. Throughout the twentieth century Maori have owned no more than 20 per cent of the land north of Ngataki and the Crown have owned approximately 80 per cent. Although that ratio of Crown to Maori land evolved during the period of most intense alienation, the nineteenth century, it has remained relatively unchanged during the twentieth century. Consequently, that ratio came to be the proportion of the ASF established on Crown and Maori land. The Crown's dominance in twentieth-century land development along the Aupouri peninsula also explained why Crown agencies controlled a good proportion of the land legally owned by Maori. For example, the Crown controlled the development of both Parengarenga A land (leased to the NZFS in 1969), and the Paua and Te Rangi Stations (legally Maori owned as Parengarenga B3B) between 1969 and 1988.

The NZFS established the ASF after 1962, in an effort to provide year-round employment for the dwindling resident Maori population along the Aupouri peninsula, as well as for necessary conservation. Without sufficient high quality land for intensive pastoral or agricultural development, Maori living north of Ngataki were forced to seek employment elsewhere. Sand drift from the dunes along the Ninety Mile Beach also threatened pasture established with Maori Affairs or Lands and Survey development funds. Particularly at risk were the Maori-operated dairy units at Te Kao and Ngataki. Thus, the NZFS intervened out of an awareness of local socioeconomic, cultural and environmental needs. Local community leaders called for the establishment of a peninsula forest for many years, but not until 1962 was Wellington willing to make the necessary public investment to establish the ASF.

The community agreements implicit in the establishment of the ASF, and community

participation in its subsequent operation, grew out of the evolving social contract of the 1960s. Government officials easily accepted the proposition that the forest should be named after the most prominent Maori group associated with the Te Kao area. These officials, particularly Mick Sexton, the Auckland Conservator of Forests during the 1960s, believed that local communities should have first call upon NZFS employment opportunities. The NZFS also believed that its wages would help sustain struggling peninsula communities and businesses. The ASF logo, translated from Maori as 'To strive together for strength in unity', symbolised a cooperative relationship the NZFS sought to establish with local people and their communities.

The special circumstances of the Parengarenga lease heightened the Crown's degree of involvement with the predominantly Maori communities of Ngataki, Te Kao and Te Hapua. Although Maori gave the Crown what could be described as concessionary terms in accepting a 99-year lease in 1969, subsequently the Maori owners sought to negotiate better terms. They sought a reduction in the duration of the lease to a single rotation of 30-35 years, and they sought the return of the majority Crown shares in the Parengarenga Incorporation. Although Maori eventually succeeded in renegotiating the terms of this lease to give them a more equal footing in the forestry enterprise on their own land, the new lease was signed as recently as December 1998. Thus, lease renegotiation proved to be a long and arduous process that dragged on long after the disestablishment of the NZFS in 1987.

Generally the NZFS on the Aupouri peninsula built up a reputation as a reliable employer, and as a responsible local economic development agency during the 1960s and 70s. Two individuals, Mick Sexton and Des Ogle, played an important role in developing the local NZFS as a community conscious organisation. Both men took an intense personal interest in making the ASF into what amounted to a community enterprise. Their commitments in this regard can be seen as consistent with fostering a Treaty relationship between the Crown and Maori. Sexton described the ASF as 'a forest for the tribe . . . a forest for the people'. Like the Treaty, he believed that the forest would be there for all time. Ogle shared the same sentiments. Soon after the release of the Waitangi Tribunal's *Muriwhenua Land Report* in 1997, the *New Zealand Herald* reported Ogle as saying that the ASF 'workers thought of Aupouri forest as belonging to the community. "They had a feeling the forest was theirs—that was a motivating factor". He therefore recommended that

'its ownership should be locally based, and not sold to overseas investors'.³⁰⁴

To some degree, the NZFS distanced itself from the peninsula communities during the 1980s. Even before Ogle's retirement in 1982 it closed the Aupouri Woodsman School, which was one of his attempts to encourage local participation in commercial and conservation forestry. During the 1980s the NZFS moved towards commercially driven policies, and away from those previously influenced by both community and conservation considerations. The 1981 McLean report called upon the NZFS to focus on commercial goals, virtually at the exclusion of all others. The NZFS, therefore, moved steadily away from the local orientation Sexton and Ogle had given it during the 1960s and 70s, as part of a nationally planned commercial strategy during the 1980s.

Nonetheless, throughout the 1980s, Crown officials and Maori leaders in Taitokerau continued to operate in highly community conscious ways. Tom Parore, in his capacity as Director of Maori Affairs in Whangarei, and Sir Graham Latimer, as the leading northern member of the Board of Maori Affairs, championed the rights of Maori forest land owners. Both helped the Parengarenga owners highlight their appeal for the return of Crown shares at the dramatic 1985 Waitangi hui. Koro Wetere, as Minister of Forests and Minister of Maori Affairs, finally agreed to the reduction in the duration of the Parengarenga lease, and the return of compulsorily acquired Crown shares in 1987 and 1988, respectively. Although these Crown concessions represented major victories for Maori, by disestablishing the NZFS on 1 April 1987 the Crown left the community and conservation side of the ASF without a public custodian.

The disestablishment of the NZFS resulted from national policy devised with little or no local consultation. Without any other public safeguards for continued forestry employment and training, Maori forest owners were left ill-prepared for competing in the new private forestry regime introduced after 1987. Significantly, the Parengarenga Incorporation refused to grant cutting rights to Juken Nissho when they purchased those to the remainder of the ASF in 1990. Maori forest land owners preferred, instead, to continue to deal directly with the Crown. Consequently, it renegotiated the 1969 lease with the Ministry of Agriculture and Forestry in

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New Zealand Herald 1 April 1997 Coincidentally, this story appeared on the tenth anniversary of the disestablishment of the Ogle's former employer, the NZFS.

1998. Despite the fact that the Crown has been trying to get out of the forestry business for over a decade, it has failed to sever its relationship with the Maori owners of a significant section of the ASF. This may suggest that the Parengarenga owners see in continuing their relationship with the Crown, a retention of Treaty protection which would not feature in private commercial relationships.

The main Treaty issues arising from this report appear to fall into the following four questions:

- 1 How fair was the fact that during the twentieth century Maori retained only 20 per cent of Aupouri Peninsula and ASF land?
- 2 Does the Crown have particular Treaty obligations to the communities the ASF was established to sustain, in addition to its general obligations to all Maori communities?
- 3 Has the Crown's return of compulsorily acquired shares, and its reduction of the duration of the Parengarenga lease satisfied all its obligations to the lessors?
- 4 Did the Crown's 1987 disestablishment of the NZFS abridge a Treaty relationship with remote rural, predominantly Maori communities on the Aupouri peninsula?

1 **The fairness of the 80:20 Crown-Maori land ratio**

The fact that Maori were left with only 20 per cent of Aupouri Peninsula, and ASF land, is no historical accident. Extensive Crown purchasing and the Native Land Court's individualisation of Maori land during the nineteenth and twentieth centuries left this area with a legacy of alienation.

In this regard the Muriwhenua Land Tribunal's finding about the consequences of nineteenth-century alienation of Maori land bears repeating. As a consequence of what the Tribunal deemed to be excessive alienation, Muriwhenua people 'were marginalised on marginal lands, insufficient for traditional subsistence and inadequate for an agrarian economy. Landless Maori suffered 'physical deprivation, poverty, [and] social dislocation as families dismembered in search of work elsewhere . . .'³⁰⁵ This description of marginalised people on marginal land fits the people of the Aupouri peninsula as well as any other people in any other part of the larger

³⁰⁵

Tribunal Muriwhenua Land report 1997, p. 404

Muriwhenua area.

The post-1865 conversion of traditional group ownership to fragmented individual ownership at Parengarenga allowed the Crown to acquire a majority interest in what became the Te Kao Division of the ASF. Although Maori owned 20 per cent of ASF land, they controlled less than 10 per cent of it until the return of the compulsorily acquired Crown shares in 1988. The questions the Waitangi Tribunal may need to answer are: how fair was this situation before 1988, and how fair is it today?

2 Particular Treaty obligations to ASF communities

Chapters 3,4, and 6 suggest that the NZFS established the ASF primarily to sustain predominantly Maori communities on the Aupouri Peninsula. The Waitangi Tribunal may consider that the Crown's considerable investment in the establishment and expansion of the ASF during the period prior to 1987 appears to have been a proper discharge of its Treaty obligations to these communities.

These communities have historically been the poorest in the Far North because of the relative landlessness of their people, and because of the limited local employment opportunities. Now that the ASF is about to come into full production, does the Crown have any obligations to ensure that the people of these communities participate in the local employment opportunities generated by the ASF? If such opportunities require levels of technical skill not common among local people, does the Crown have an obligation to provide them with technical training to enable them to obtain such skill levels?

3 The Crown's Treaty obligations to Parengarenga lessors

As intimated in chapter 7 on lease renegotiation, Parengarenga lessors have refused to allow the Crown to assign lessee interests to either a State Owned Enterprise, or a private purchaser of cutting rights. My oral sources indicate that the lessors and the Ministry of Agriculture and Forestry renegotiated the lease in December 1998 on the basis of a progressive surrender of the lease as the crop is harvested from 1997-2016, with the Crown guaranteeing successive replanting. Since the exact terms of this new lease are considered commercially

sensitive, neither party has chosen to make them public. It appears, however, that the Crown will have discharged all its contractual obligations to Parengarenga lessors at the expiration of the 28-30 years of a single rotation. The question which the Tribunal may wish to consider is: should the Crown have a continuing Treaty obligation specifically to Parengarenga lessors, and generally to foster Maori forestry beyond this expiration date?

4 NZFS disestablishment and Treaty obligations

A larger question looming behind the previous three concerns is whether the Crown in divesting itself of all major public assets over the past 15 years may have breached Treaty obligations to compensate Maori adequately for past breaches. Did the Crown's nineteenth-century undertakings to protect Maori not obligate it to retain ownership and control of sufficient resources to return significant resources to Maori should this be necessary to remedy demonstrated breaches?

In respect of forestry, the land which could be returned to Maori may not be sufficient. The lesson taught by the NZFS during its involvement in creating and sustaining the AFS, suggests that a genuine partnership between the Crown and Maori may be necessary to foster Maori forestry. By withdrawing from all direct commercial activities, has the Crown reneged upon responsibilities to offer direct technical and economic assistance, or to form joint ventures with Maori forestry groups such as the Parengarenga Incorporation? Is the ASF logo, *Me mahi tatou—Kia kaha te iwi* (To strive together for strength in unity), an invitation to both Treaty partners to continue to renegotiate their relationship into the twenty-first century?

BIBLIOGRAPHY

Introductory note: Please refer to the JCM Hood letter explaining the limitations of NZFS records held at National Archives reproduced in Appendix 2, below.

1 NZ Forest Service, Head Office records, National Archives, Wellington

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F3/21	Maori Education/Employment Committee	1948-51
F6/1/187	Aupouri State Forest	1961-68
F6/2/1	Forestry policy, general	1906-45
F8/1/2	Crown land acquisition, Awanui	1919-36
F11/3/5	VT Fail reconnaissance, Aupouri penin.	1927-36
F27/1/1	Aupouri Sand Dune Reclamation	1926-59
F30/1/155	Mangonui forest management	1940-51
F30/1/187	Aupouri forest management	1963-64
F45/271/5	Historical records	nd.

2 NZ Forest Service, Auckland Conservancy, National Archives, Auckland

BBAX Acc 1502	Annual reports	1962-72
BADY Acc A584	Archaeological files	
BAOY Acc 4229-4230	Subject files, Aupouri State Forest	
4229/32b	General	1951-62
4229/32d	General	1962-65
4229/33a	General	1966-74
4229/35a	Maori lease	1970-75
4229/40e	Parengarenga	1966-70
4229/41a	Maori lease	1962-70
4229/41b	Maori lease	1971-75
4229/41c	Maori lease	1979
4229/47e	Waitangi Tribunal claims	1986
4229/174b	Management	1964-70
4230/1e	General	1965-73
4230/1e	General	1965-73
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WAITANGI TRIBUNAL

WAI 45

CONCERNING

AND

the Treaty of
Waitangi Act 1975

claims concerning the
Muriwhenua area

DIRECTION COMMISSIONING RESEARCH

- 1 Pursuant to clause 5A(1) of the Second Schedule of the Treaty of Waitangi Act 1975, the Tribunal commissions Barry Rigby of Wellington to investigate and report on the history of the Aupouri State Forest. His report should address the following specific matters:
 - (a) The Crown's establishment the Aupouri State Forest during the 1960s. Was it planned with both socio-economic and environmental goals in mind?
 - (b) Any indications that Crown officials working for the New Zealand Forest Service may have entered into agreements with representatives of Maori communities regarding the future purpose of the forest.
 - (c) The circumstances surrounding the Crown's negotiation of long-term forestry leases with Maori landowners in the Te Kao area during 1966.
 - (d) Evidence of significant community participation in the management and promotion of the Aupouri State Forest prior to the disestablishment of the New Zealand Forest Service in 1987.
 - (e) Possible renegotiation of forest land agreements with representatives of Maori communities after 1987.
 - (f) The reasons behind the Crown's decision to expand the administrative boundaries of the Aupouri State Forest to include forest land outside the Aupouri peninsula (such as that near Kenana and Kohumaru).
- 2 This commission commenced on 1 November 1998.

cont. page 2:3 The commission ends etc

- 3 The commission ends on 30 June 1999, at which time one copy of the report will be filed in unbound form together with a copy of the report on disk.
- 4 The report will be received as evidence by the Waitangi Tribunal and the author may be required to present it at a Tribunal hearing.
- 5 The Registrar is to send copies of this direction to:

Barry Rigby
Claimants
Counsel for claimants
Treaty Unit, Crown Law Office
Director, Office of Treaty Settlements
Secretary, Crown Forestry Rental Trust

Dated at Wellington this day of November 1998

Deputy Chief Judge NF Smith
WAITANGI TRIBUNAL

Appendix 2

J.C.M.Hood
Property Consultant

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Kapiti Coast

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6 August 1999

Dr. Barry Rigby
Waitangi Tribunal
P O Box 5022
WELLINGTON

Dear Dr. Rigby

After receiving your instructions I attended at the Auckland office of National Archives to investigate what files were held there from the former NZ Forest Service Auckland Conservancy, Kaikohe District, which relate to the Aupouri State Forest. Unfortunately, there was only one Archivist on duty at the time and she had numerous other people to assist as well as me.

I was able to establish that all of the volumes of the Aupouri Forest and Kaikohe District offices' files numbered 6/187, which are the Policy and General files, are held. These are the most relevant and important from the point of view of establishing the forest office's and Kaikohe District's approach to the establishment and development of the forest. These approaches were, at times and in some respects, different from the Head Office policies and practices.

It is of concern that the Auckland Conservancy file 6/187 could not be located in the time available. I am reasonably certain that most of the volumes of the file are held in National Archives in Auckland. From a conversation that I had a few years ago with one of the former senior staff members of the Auckland Conservancy in early 1987 care was taken to ensure that the whole of the 6/- series of files was lodged with National Archives.

The volumes of files 6/187/03, 6/187/09 and 6/187/10 from the Kaikohe District office, dealing with the proposal to stabilise and plant the Parengarenga Block under a long term lease are held. I was disturbed to find that the corresponding Auckland Conservancy office files were not held. A more detailed search may unearth these within the new system of cataloguing material which is being introduced in National Archives Auckland office.

I could not locate any of the Auckland Conservancy or Kaikohe District land acquisition files relating to Aupouri forest. A longer search may reveal that these are in fact held by National Archives but indexed in a different manner or series.

I was unable to locate the files containing the annual reports from the Aupouri Forest, Kaikohe District and Auckland Conservancy offices. These should contain the preparatory material and notes from which each report was compiled. However, I have since found that the National Archives in Wellington hold the Head Office files, which contain the final reports for most years from 1961.

I do not believe that you will be able to properly complete your report until you have examined all of the volumes of the 6/187, 6/187/03, 6/187/09 and 6/7/110 that are held by National archives in Auckland. It would also be of considerable benefit to examine the land acquisition files relating to the forest.

In some cases it was decided not to acquire land which was either offered or considered for acquisition. The reasons for the decisions, both to acquire land and not to acquire other land will throw light on the matters, which you are investigating.

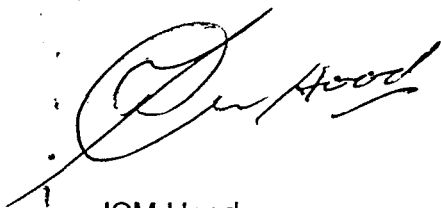
I have also looked into the holdings of files relating to Aupouri State Forest in National Archives, Wellington. It holds the 6/1/187 Policy and General file. This file, in all its volumes, is the single most important file on which will be found documented the policies and views of both the various Governments of the day and of the Forest Service relating to the ongoing development and administration of the Aupouri forest. The corresponding Auckland Conservancy file 6/187 will almost certainly contain additional material, if it can be located.

I have also found that National archives in Wellington holds the 1/17/1 file which deals with possible land for afforestation: Auckland. It contains most of the documents relating to the early consideration of stabilising and afforesting the Aupouri peninsula drifting sand before a State forest was established. There should be a corresponding Auckland Conservancy file which will probably contain additional material.

I recommend that you either visit National Archives in Auckland yourself to examine the Aupouri files which it does have or commission someone else to do so. It is a task that will probably take two to three days.

Although not specifically commissioned to do so, I have arranged for a number of the most significant pages of the NZFS Head Office file 1/17/1 to be photocopied by National Archives for your use. They should be available at the end of next week.

Yours faithfully

A handwritten signature in dark ink, appearing to read 'JCM Hood', with a large, stylized initial 'J' and a long horizontal stroke extending to the right.

JCM Hood

