

Wai 674 #F1

**THE CROWN, MAORI, AND MAHURANGI  
1840-1881**

**A Historical Report  
commissioned by the Waitangi Tribunal**

**Barry Rigby**

**August 1998**

17# 45010W

To the memory  
of Maurice Alemann  
(1928-1998)

## LIST OF CONTENTS

Introduction	1
Chapter 1: The Crown and Mahurangi Maori	11
Chapter 2: The 1841 Mahurangi purchase and its aftermath	20
Chapter 3: 'Second Wave' Mahurangi purchases 1853-1865	32
Chapter 4: Mahurangi Old Land Claims	75
Chapter 5: Changes in Mahurangi Crown purchase policies 1840-1881	100
Chapter 6: Mahurangi and Kaipara historical issues	121
Conclusion	140

### List of Figures

1	Mahurangi-Mangawhai Old Land Claims and Crown purchases	3
2	Mahurangi-Mangawhai Old Land Claims	4
3	Mahurangi-Mangawhai Crown purchases 1840-1865	6
4	Mahurangi Crown purchases 1841-1845	31
5	Parihoru Mahurangi Crown purchase 1853	39
6	Johnson's 1853 Waiwera-Puhoi sketch	41
7	Sketch of coastal land: Cape Rodney to Orewa	47
8	1858 Pakiri South plan	56
9	1862 Komokoriki plans	68
10	Mahurangi-Mangawhai Old Land Claims	77
11	Mahurangi Maori Land 1877	111
12	Schedule of Native Claimants to Mangawhai	122
13	1868 Hoteo purchase	130

1.

1

1

1

1

1

A

1

1

1

1

1

1

1

1

5

11

1.

1  
1

1

1

## INTRODUCTION

This report sets out to answer six basic sets of questions raised by the terms of the Tribunal's commission. These are all historical questions, except for the last one which calls for a recommendation on the way the Tribunal should pursue a possible Mahurangi inquiry. The six sets of questions are:

- (a) Generally, which Maori groups did the Crown negotiate Mahurangi purchases with during the Nineteenth Century? Did Crown agents recognise the complex nature of customary interests in its purchase activity?
- (b) Specifically, what defined the extent of the original Mahurangi purchase of 1841? Were subsequent Mahurangi purchases a recognition of multiple Maori interests within this area, or simply attempts to pay-off successive claimants?
- (c) What Maori groups were involved in the 1854-1865 'second wave' Crown purchases within Mahurangi? Did the Crown consult with all groups with a legitimate interest in these transactions?
- (d) What bearing did the Crown's investigation of Mahurangi pre-Treaty transactions have on Crown purchase activity? What was the significance of the numerous pre-emptive waiver claims established within the same area?
- (e) To what extent did Crown purchase policies and practices change over time? Did Crown purchase agents learn from the difficulties which arose from the controversial 1873-1881 Pakiri North purchase?
- (f) What historical issues arise from both the Mahurangi and Kaipara areas? How feasible would it be for the Mahurangi area to be included within the current Kaipara inquiry?

The only significant departure from the terms of the original Waitangi Tribunal commission in the above questions comes in (c) which was originally intended to address the non-Te Uri o Hau participants in the 1854 Mangawhai purchases north of Mahurangi. After beginning research on these purchases, it became clear that <sup>they</sup> it should be dealt with in the last chapter comparing Mahurangi and Kaipara historical issues. The history of Mangawhai appears to be more closely related to Kaipara and Whangarei history than it is to Mahurangi history.

For the purposes of this report, the Mahurangi area is that defined in the original 1841 Crown purchase. This purchase extended from the North Shore of the Waitemata in the south, to Te Arai Point (about 10 km south of Mangawhai Heads) in the north. The Crown defined the western boundary of this area as the Kaipara watershed (see Figure 4: Mahurangi Crown Purchases 1841-45). Noel Harris, the Tribunal's Mapping Officer, estimated this Mahurangi area to contain approximately 220,000 acres. The adjacent Mangawhai area extends from Te Arai Point to Bream Tail, an area of possibly 50,000 acres.

When Mangawhai is added to the Mahurangi area, we are dealing with a total area of approximately 270,000 acres. Within this area there were no fewer than 15 Old Land Claims, and 21 Crown purchases between 1840 and 1881. These claims and purchases form a crazy quilt of multiple and overlapping transactions. The pattern which emerged is illustrated below with Figure 1: Mahurangi-Mangawhai Old Land Claims and Crown Purchases, and with the following tables in Figure 2: Mahurangi-Mangawhai Old Land Claims, and Figure 3: Mahurangi-Mangawhai Crown purchases.

The six main chapters of this report attempt to explain how this crazy quilt pattern emerged. Much of it appears to have been the result of historical accident and, partly as a result, the final outcomes often verge into the realm of the incomprehensible. Nonetheless, the Crown actions which created the pattern of Nineteenth Century Mahurangi-Mangawhai history need to be understood. They need to be understood, of course, in the context of the Crown's on-going Treaty obligations.

**Fig 1: MAHURANGI-MANGAWHAI OLD LAND CLAIMS & CROWN PURCHASES CLAIMS**

Source:  
OLC plans  
AUC plans

Figure 2: Mahurangi-Mangawhai Old Land Claims

Claim no.	Claimant and Location	Date	Claimed (acres)	Price	Granted (acres)	Remarks
337	Millon & Skelton Matakana	1839	5,000	£317/14/-	2,560	No known survey, but sketched on Parihoro's plan (AUC 85)
453	Tayler & Sparke Te Weiti	1839	20,000	£1020/10/6	5,569	Grants to Sparke (assigned to Dacre) and JL Campbell
454	Tayler & Sparke Takapuna	1839 1840	1,000	£116/10/-	none	Tayler awarded a £500 interest in Tiritirimatangi (assigned to Dacre and JL Campbell)
722	Webster & Dacre Whangateau	1839	10,000	£421/4/-	1,944	1844 grant annulled 'Natives having encroached on the boundary' AJHR 1863 D-14 p. 55 [hereafter Bell list]
930	Mayhew Mangawhai	?	20,000	?	none	'Claim preferred by James Williamson'. Bell list p. 68
978	Browne Mahurangi	1832	5,000	?	none	'Disallowed'. Bell list p. 72
1027	Tayler & Beattie Kawau Island	1840	5,000	£119/10/-	5,670	Supreme Court in <i>Queen v. Taylor</i> 'decided that the Grant conveyed the whole Island'. Bell list p. 75



1094	Graham Waiwera	1844	20	£92/8/-	20	Included the hot springs, New Zealand's first thermal resort.
1137-39	Smithson Waiwera	1844	800	?	none	Bell denied claimants any compensation. They 'petitioned the Queen for redress, but HM's Govt. declined'. Bell list p. 83
1258	Heyd'n Matakana Islands	1845	300	£30/-/-	?	Granted Motuora (south of Kawau). Area about 72 acres. Purchased by Gov. Grey (with Kawau) in 1862
1260	Buckingham Te Weiti	1844	900	?	none	£42/10/- paid in compensation to Buckingham and assign. Bell list p. 93
1261	Williamson Te Weiti	1845	900	?	none	Compensation paid out on Buckingham claim (see above)
1276	Hatfield Te Weiti	1844	900	£20/-/-	370	Grant issued to assign, J Salmon, 20 June 1862. Bell list p. 94
1288	Whitaker & Heale Matakana	1845	1/2 acre	£2/16/-	none	'Disallowed' 12 June 1848. Bell list p. 95
1358	Sullivan Otarawao	?	?	?	none	'Half Caste' claim. 'Not Investigated'. Bell list p. 101

Figure 3: Mahurangi-Mangawhai Crown purchases 1840-1865

Auc DEED	PURCHASE	DATE	ACREAGE	PRICE	per acre	Turton ref	REMARKS
123	Mahurangi & Omaha	13 April 1841	190,000	£300		pp. 251-2	Ngati Paoa, Ngati Maru, Ngati Tamatera, and Ngati Whanaunga principal signers
123	above	29 June 1841	above	£100 + goods		p. 252	Subsequent payment to five Ngati Whatua chiefs
123	above	3 Jan. 1842	above	£30 + goods		p. 252	Subsequent payment to four additional Ngati Whatua chiefs
	Mahurangi	31 May 1841	above	£50 + goods		pp.252-3	Subsequent payment to Pomare and six other chiefs (possibly Ngati Manu)
121	Mahurangi reserve	25 April 1844	unknown	Goods		p. 253	Two Ngati Whanaunga chiefs 'ceded' the original Mahurangi reserve at Te Tumu and Waimai
	Mahurangi	1842, 2 Feb.1844 Jun.1846	unknown	£60 + goods		pp. 728-9	Subsequent payments to Tautari, Hoete and Kitahi, all apparently Ngati Whatua
103	Pukekohe	10 Dec. 1851	unknown	£6		p. 253	Keene and Para (Ngati Whatua) transacted an area between Te Weiti and Orewa

62	Pukekauere	27 Dec. 1851	unknown	£10		p. 254	Keene, Taipau and Reihana (Ngati Whatua) transacted an area adjoining Okura river.
85	Mahurangi Parihoru's deed	1 Nov. 1853	unknown	£150		pp. 255-6	Parihoru and four other Kawerau chiefs (apparently from the Omaha area) identified their interests
115	Mahurangi Haimona's deed	7 Nov. 1853	unknown	£30		pp. 256-7	Te Ara Tinana, Haimona Pita and Paora Kawharu signed (apparently on behalf of Ngati Whatua)
65	Mahurangi Taraia's deed	5 Jan. 1854	unknown	£120		pp. 257-8	16 Hauraki chiefs (including Taraia) signed on 5 Jan., and six more signed on 17 Jan. 1854
402	Ahuroa- Kourawhero	22 June 1854	14,867	£900		pp. 260-1	Signed by 'chiefs and freemen of Kawerau' (incl. Arama Karaka Haututu). £300 balance due
716	above	22 Jan. 1855	above	£300	1/7d	p. 724	Completion of payment above. Receipt signed by Te Kiri and eight others
109	Wainui	22 June 1854	13,300	£600		pp. 258-9	Signed by Kawerau chiefs (incl. Te Hemara Tauhia). £200 balance due
740	above	22 Jan. 1855	above	£200	1/2d	p. 730	Completion of payment above. Receipt signed by Te Hemara and 15 others
124	Waiparaheka	24 Oct. 1857	88.4	£25	5/7d	p. 301	Te Weiti transaction signed by Tamati Reweti and two other Ngati Whatua chiefs

111	Pakiri South	1 March 1858	38,000	£1,070	6.7d	pp.261-2	Signed by Te Uri o Katea and Ngati Rongo chiefs. McLean prepaid £270 in March 1857
99	Komokoriki No.1	29 Sept. 1862	35,395	£3,500	2/-	pp. 262-4	Signed by Ngati Rongo chiefs (led by Te Hemara Tauhia)
98	Komokoriki (addition)	4 Nov. 1862	395 (incl. in above)	£39/10/-	2/-	pp. 264-6	Signed by Te Hemara and Te Keene (Ngati Whatua) on behalf of Ngati Rongo
	Mahakirau (outside of)	19 Sept., 3 Oct. 1862	1,800	£200		pp. 730-1	Appear to be payments for Te Weiti land to Maka Penehareti and three members of the Tukere family
287	Waikeri a wera	15 Aug 1859	12,738	£500	10.6d	pp.156-7	Signed by Ngati Manuwhiri and Te Uri o Katea chiefs, and executed at Pakiri
311	Mangawhai	3 March 1854	50,000	£1,060	1/7d	pp. 133-4	Three separate categories of signers were Kawerau/Te Arai, & Ngai Tahu/Mangawhai (2)
310	Mangawhai and Waipu	17 July 1854	unknown	£215		pp. 138-9	Incl. £100 payment to Tirarau, and £60 to Taupuhi for their interests at Mangawhai
685	Te Weiti, Pukekohe and Pukekare	30 Jan. 1864	4,000	£550		p. 731	'Final payment' to Te Keene and to Pakihi (Ngati Whatua) 'in that District and in adjoining Districts'

At the outset, I wish to acknowledge the assistance of local informants with whom I discussed various aspects of this report. They include Maurice Alemann, a claimant historian for Te Uri o Hau ki Otamatea; Marina Fletcher, the claim manager for Nga Hapu o Whangarei; Garry Hooker, the secretary of Te Iwi o Te Roroa; Margaret Kawharu, the claim manager for Ngati Whatua o Kaipara; Roi McCabe, a Ngati Manuwhiri claimant; Paul Monin, a Waiheke-based Hauraki historian; Graeme Murdoch, the Auckland Regional Council's historian and a Kawerau specialist; Pamela Warner, a Ngati Whatua claimant of Ngati Rongo ancestry; and Rex Wilson, the Deputy Registrar of the Tai Tokerau Maori Land Court.

I wish to pay tribute to Rex Wilson who first joined Maori Affairs in Auckland in 1953. He wishes to retire from the staff of the Maori Land Court at the end of this year. He has given both Maori Affairs in Auckland and the Maori Land Court in Whangarei long and valuable service.

In Wellington I consulted with Paul Thomas, a Crown Forestry Rental Trust historian; and with Philippa Wyatt, a claimant historian for Ngati Whatua o Kaipara. I also wish to acknowledge Grant Phillipson's painstaking reviews of successive versions of this report.

Of course, the views expressed in this report are mine, and mine alone. Even though I hold the position of a Senior Research Officer on the staff of the Waitangi Tribunal, and even though the Waitangi Tribunal commissioned this report, this report does not present the views of the Waitangi Tribunal. It presents my views. These views may be contested by the Waitangi Tribunal, by the Crown, and by claimants.

The completion of this report has been marred by the sadness of losing Maurice Alemann. Maurice was a remarkable Treaty scholar in every sense. He was born in Switzerland, and became Minister of Agriculture in Argentina's Misiones province before coming to New Zealand in 1973. Maurice and I worked together for eight years on the path-breaking Muriwhenua inquiry. He also did a sterling job in presenting evidence for Te Uri o Hau ki Otamatea in Stage 1 of the Kaipara inquiry. Just three days before his death on 2 August 1998, I was able to tell Maurice how useful his work had been in the preparation of this report. Maurice was not just a

fellow Treaty scholar, he was also a warm friend with wonderful 'Old World' charm. For all of these reasons, I dedicate this report to the memory of Maurice Alemann.

## Chapter 1: The Crown and Mahurangi Maori

Mahurangi became important to the Crown in 1840. In that year Hobson decided to move his colonial capital southward from the Bay of Islands. Subsequently the Crown came to treat Mahurangi as the gateway to Auckland.

### Mahurangi approaches to Auckland

Prior to selecting Auckland as the new site, Hobson sent Surveyor General Felton Mathew to reconnoitre the northern approaches to it. In his June 1840 report, Mathew praised the sheltered nature of Mahurangi Harbour, and the 'profusion' of kauri on both sides of it. He thought it was 'admirably adapted for the site of a town'. He added:

Several Europeans lay claim . . . to this portion of the country, but their titles, I am informed, are of no value. And even among the [unidentified] native chiefs a dispute exists as to the rights of ownership. The Government should therefore have no difficulty in taking possession of it. I did not see the slightest trace of native inhabitants during the time I was in the place.<sup>1</sup>

Apparently, Mathew believed that because several Maori groups claimed 'the rights of ownership' at Mahurangi, the Crown could 'take possession of it' without difficulty. The absence of Maori from the area at the time of his visit led him to the same conclusion.

After Mathew's mission, Hobson instructed his newly appointed Protector of Aborigines, George Clarke, to purchase the site of the capital on the southern shore of Waitemata Harbour. He authorised Clarke 'to treat with the Ngatiwhatua tribe, on behalf of Her Majesty the Queen, for the possession of the largest portions of their territory. . .'. He was to acquire this 'if possible in a continuous section, taking care to reserve for the Natives an ample quantity of land for their own support . . .'.<sup>2</sup> Although the 'continuous section' of Ngati Whatua territory originally

---

<sup>1</sup> Felton Mathew report 15 June 1840, cited in H J Keys, *Mahurangi: The Story of Warkworth, New Zealand*, Warkworth, Cameo Press, 1954, pp. 27-29.

<sup>2</sup> Hobson to Clarke 20 Oct., 4 Nov. 1840, Clarke memo 4 Nov. 1840, H Hanson Turton ed., *An Epitome of Official Documents relative to Native Affairs and Land Purchases in the North Island of New Zealand*, Wellington, George Didsbury, Government Printer, 1883 C147-148.

extended from the Waitemata to near the Manukau Harbour, it soon became evident that Ngati Whatua rights extended into the Mahurangi area.

### **Alemann's critique**

Instead of recognising the full extent of Ngati Whatua rights immediately, the Crown chose to deal with Hauraki groups in the Mahurangi area. Maurice Alemann, in his 1992 MA thesis, criticised the 1841 decision to negotiate the first of many Mahurangi Crown purchases with Hauraki. This demonstrated, Alemann wrote, the Crown's 'complete lack of knowledge. . .when dealing in Maori land'. Different conceptions of tribal ownership meant that the land had to be repurchased after the initial transaction.<sup>3</sup> After the first spate of Crown purchases from 1841-1844, the Crown 'allowed - or disallowed -' several preemption waiver claims within the original purchase area. According to Alemann, this 'obviously' meant the Crown 'did not attach much significance' to the original 1841 transaction with Hauraki. In his view, the Crown failed to 'enforce that purchase'.<sup>4</sup>

In analysing the 'Maori Vendors of Mahurangi', Alemann recognised that Hauraki groups, particularly Ngati Paoa, had a 'claim on the coastline' in 1841. Other groups, particularly Ngati Whatua and Kawerau, disputed this claim. Alemann argued that the Crown was able to claim successfully only Takapuna, Whangaparaoa and Matakana land on the basis of the 1841 transaction. Even during the 1850s 'second wave of purchases' some confusion resulted from the Crown's preference for dealing with Kawerau, rather than with Ngati Whatua. He pointed out that Arama Karaka and Paora Kawharu 'intervened', apparently on behalf of Ngati Whatua and its allies, in the 1854 Wainui and Ahuroa-Kourawhero purchase.<sup>5</sup>

Although focused on Ngati Whatua, Alemann carefully described the overlapping tribal ownership of much of Mahurangi, and how 'different protagonists . . . invoked different tribal

---

<sup>3</sup> Maurice Alemann, 'Early Land Transactions in the Ngatiwhatua Tribal Area' (MA Thesis, University of Auckland 1992) pp. 64-65

<sup>4</sup> Alemann, Ngatiwhatua Tribal Area, pp. 66-67

<sup>5</sup> Alemann, Ngatiwhatua Tribal Area, pp. 73-74



affiliations'. Te Hemara Tauhia, for example, though descended from Maki, the dominant Kawerau ancestor, also descended from Rongo. Rongo founded Ngati Rongo, which Alemann described as a 'branch of Ngatiwhatua'.<sup>6</sup> Likewise, both Arama Karaka Haututu (usually identified as Te Uri o Hau) and Te Kiri (the father of Rahui te Kiri after whom Ngat Wai named their marae at Pakiri) both descended from Maki. Furthermore, Karaka was also descended from Rongo, as was Te Kiri's wife. Ngati Rongo, in fact, provided a genealogical link between Ngati Whatua and Kawerau. Hence, Kawerau fought alongside Ngati Whatua at Te Ika a Ranganui in 1825 and suffered the consequences.<sup>7</sup>

In the Alemann critique, the Crown failed to distinguish between Kawerau and Ngati Whatua rights north of Whangaparaoa. South of that narrow peninsula in the area now known as the North Shore, Crown confusion increased, if anything. Hetaraka Takapuna who transacted much of this area with Henry Tayler in November 1839 was apparently absent from the 1841 Crown negotiations with his fellow Hauraki people. Alemann pointed out that Takapuna had Ngati Whatua as well as Hauraki connections (his mother was from Kaipara), but the Crown ignored his interests.<sup>8</sup>

Ngati Whatua also participated in the 1839 Tayler Te Weiti transaction, and in the welter of preemptive waiver transactions in 1844-1845. This vigorous claim activity, and the multiple tribal interests involved, appeared to confound the simplicity of the 1841 Mahurangi transaction. Alemann also pointed out that while Maori retained at least some land north of Whangaparaoa throughout the 19th century, they retained very little on the North Shore. The existence of some Maori land north of Whangaparaoa appeared to contradict the notion that the Crown 'extinguished Native Title' to Mahurangi in 1841.<sup>9</sup>

---

<sup>6</sup> Alemann, Ngatiwhatua Tribal Area, pp. 74-75. Te Hemara's genealogy was presented by George Graham in the *Journal of the Polynesian Society* 27/89

<sup>7</sup> Alemann, Ngatiwhatua Tribal Area, pp. 75-76

<sup>8</sup> Alemann, Ngatiwhatua Tribal Area, pp. 77-78. Takapuna's application for an investigation of title at Orakei launched the famous Native Land Court case in 1868. Orakei Minute Book 2/1 (30 Oct. 1868)

<sup>9</sup> Alemann, Ngatiwhatua Tribal Area, pp. 89-90

Essentially, Alemann's critique rested on the Crown's apparent failure to identify which Maori groups held rights in the Mahurangi area in 1840 or 1841. Alemann argued that instead of determining title before attempting to extinguish it, the Crown blundered into picking the wrong people to deal with in 1841. Thereafter successive Crown agents had little choice but to 'buy off' the other groups as they came forward with legitimate claims.

### **Ngati Whatua and Mahurangi**

Had the Crown undertaken a thorough investigation of tribal rights in Mahurangi from the outset, later complications may not have arisen. Stephenson Percy Smith wrote the 'standard' European account of Mahurangi Maori during the 1890s. His 'Peopling of the North', revealingly subtitled 'Notes on the Ancient Maori History of the Northern Peninsula and sketches of the History of the Ngati-Whatua Tribe of Kaipara,' was really a version of Ngati Whatua relations with their neighbours. It told the story from the Ngati Whatua point of view without due consideration to their neighbours' stories. As he indicated in his introduction, Smith's informants were Maori who accompanied him on his Kaipara surveying trips between 1859 and 1863. That 'work brought me into daily contact with the old men of the tribe whose duty it was to point out the boundaries to be defined'. In his memoirs Smith identified Te Otene Kikokiko and Ereatara of Ngati Whatua as his primary informants. They related their history to him as it was inscribed in the Kaipara landscape.<sup>10</sup>

Smith's Ngati Whatua focus explains his scant attention to Kawerau, and Waiohau. He conceded that Kawerau 'played a somewhat important part in the history of the country not far north of Auckland'. Indeed, he wrote that in 1897 the 'few' survivors of 'that tribe still live along

---

<sup>10</sup> Smith supplemented his notes of these conversations with genealogy collected by Charles Nelson of Helensville. S Percy Smith, *The Peopling the North: Notes on the Ancient Maori History of the Northern Peninsula and sketches of the History of the Ngati-Whatua Tribe of Kaipara*, Wellington, Polynesian Society, 1897, p. B; Smith, 'Reminiscences of a Pioneer Surveyor' (Unpublished memoirs, Auckland Institute and Museum) p. 42

the coast south of Cape Rodney and at Waitakere . . . 'Kawerau were 'naturally mixed up with' Waiohua (with whom they once shared the same territory), but Ngati Whatua 'almost exterminated them [both?] and practically absorbed the rest'. In 1861 Smith found Kawerau living near today's Mahurangi West at 'the pretty bay of Otarawao [or Sullivans Bay]. . . ' This surviving remnant, according to Smith, 'were at that time acknowledged to be the owners of the land'.<sup>11</sup>

Smith gave Te Uri o Hau and Ngati Rongo the same kind of Ngati Whatua-defined identity. Both were Ngati Whatua '*hapus*'. He recognised that Ngati Rongo were related to both Kawerau and Waiohua, as well as to Ngati Whatua, but he could not understand why they chose to identify Maki (the eponymous ancestor of a major section of Kawerau) in their whakapapa. To Smith, Maki represented Ngati Rongo's vanquished Kawerau/Waiohua ancestry. He evidently expected them to recognise only their descent from the 'dominant' Ngati Whatua.<sup>12</sup>

Angela Ballara has recently criticised the Smith version of a Ngati Whatua history which subsumes the history of their neighbours. In her book entitled '*Iwi*', she refers to how 19th century Native Land Court witnesses 'sometimes . . . referred to' Ngati Rongo and Te Uri o Hau 'as separate tribes, equal to and separate from Ngati Whatua'. Although there was a great deal of intermarriage between these groups and Ngati Whatua throughout the 19th century, they retained a separate identity.<sup>13</sup> In the case of Kawerau descent groups, their identity (based on distinct whakapapa) was even more pronounced.

### Colonial hierarchy

Smith's subordination of Kawerau, Waiohua, Te Uri o Hau and Ngati Rongo to Ngati Whatua reflected a standard colonial practice. Smith was both a Crown surveyor and an amateur

---

<sup>11</sup> Smith, *Peopling the North*, pp. 35, 98. This may be the 'pretty little Maori villiage [sic]' which Smith visited in March 1861. Smith, *Reminiscences*, p. 43; Smith Diary (13 March 1861) AIM

<sup>12</sup> Smith, *Peopling the North*, pp. 74, 94

<sup>13</sup> Angela Ballara, *Iwi: The dynamics of Maori tribal organisation from c. 1769 to c. 1945* Wellington: Victoria University Press, 1998, pp. 100-101

ethnologist. Colonial officials like Smith regularly lumped together related but distinct groups for administrative purposes. Mahurangi, thus, became part of the Kaipara 'Native District'.<sup>14</sup> Europeans frequently referred to Mahurangi as Ngati Whatua territory. For example, Kaipara timber trader William White informed the Governor in 1857 that 'the Ngati Whatua tribes' accounted for all Maori 'from Pakiri to the [Firth of?] Thames on the Eastern Coast . . .'<sup>15</sup> Ngati Whatua evidently understood the advantages such a colonial hierarchy could confer upon them. In professing continued loyalty to Governor Grey in 1861, they stated:

Those rules of yours are still being kept by us, by your people residing at Orakei Auckland, at Kaipara Auckland, and at *Mahurangi* Auckland, for those are your real people, the Ngatiwhatua . . . What we approve of is, one law for Pakeha and Maori, and living in peace [emphasis added].<sup>16</sup>

Kaipara Land Purchase Commissioner John Rogan (who later became the Kaipara Native Land Court Judge and Resident Magistrate) almost completely identified his area of responsibility with the extent of Ngati Whatua interests during his 'reign' of almost twenty years, beginning in 1857.<sup>17</sup> Rogan reported in 1861 that Ngati Whatua included the 'people residing at Mahurangi, of whom Te Hemara is the principal; and Te Kiri and his brother Te Urunga, at Pakiri, who may be said to be the last of their family, also belong to this party'.<sup>18</sup> Rogan's picture of a predominantly Ngati Whatua Kaipara (including Mahurangi) colours the Crown's Register of Chiefs for the 'Kaipara District', apparently compiled in 1865-1866. Of the 15 'leading chiefs', nine are labelled either Ngati Whatua or Te Uri o Hau. Neither Kawerau nor Waiohau descent groups were identified as such in the Crown's Register.<sup>19</sup>

---

<sup>14</sup> *New Zealand Gazette*, 1864, no 7, 24 February 1864, p. 7

<sup>15</sup> William White to Browne 14 May 1857, IA 1/1857/817

<sup>16</sup> 'Native Addresses of Welcome to Sir George Grey' Ngatiwhatua Tribe, Orakei 25 Sept. 1861, AJHR 1862 E-3, p.8

<sup>17</sup> WG Russell, 'John Rogan - Surveyor and Magistrate 1821-1899' *Historical Journal (Auckland - Waikato)* Vol. 24 April 1974, pp. 32-35

<sup>18</sup> 'Reports on the State of the Natives . . .' Rogan to Grey 28 Sept. 1861, AJHR 1862 E-7 p. 5. As previously indicated, Te Kiri's descendants usually identify today as Ngati Wai, Ngati Manuwhiri or Te Uri o Katea. Personal communication, Roi McCabe 23 February 1998.

<sup>19</sup> Register of Chiefs c.1865, MA 25/23; transcribed in Daamen, Hamer, Rigby, *Auckland District Rangahaua Whanui report* I: 172-173 This is except for Te Hemara Tauhia's Ngati Rongo label.

## Hauraki and Mahurangi

Smith's detailed account of military 'incursions' of Hauraki-based groups into Mahurangi in the late 18th and early 19th century indicates that, for him, 'conquest' had to be followed by occupation if it was to result in secure ownership rights. According to Smith, Hauraki 'incursions' . . . subsequently led to their laying claim to the country from Auckland Harbour to Mahurangi by right of conquest, which was recognised by Governor Hobson in 1841, when he purchased their claims'.<sup>20</sup> As far as Smith was concerned, the Crown had merely 'paid off' Hauraki in 1841 on a 'first come, first served' basis. When he stated that Hobson had 'purchased their claims' to Mahurangi, he implied that such claims amounted to less than secure ownership rights.

Smith usually identified the 'brief' Hauraki presence in Mahurangi with Ngati Paoa. In fact, it was not just Ngati Paoa who established interests in Mahurangi. It was a larger Hauraki confederation which included Ngati Maru, Ngati Whanaunga, and Ngati Tamatera, as well as Ngati Paoa. Smith recorded that the confederation gifted the original Mahurangi reserve, called Te Waitai a te Tumu, to Horeta Te Taniwha and his son Kitahi, on behalf of Ngati Whanaunga, for their services in the 'conquest' of Mahurangi.<sup>21</sup> Since the Crown failed to survey this reserve, its location and acreage remain a mystery.

The question of how 'brief' Hauraki's occupation of Mahurangi was remains an open question. Certainly, the alienation of the Hauraki reserve in 1844 did not end their occupation. As late as 1861, Te Tawera people from Manaia in Hauraki disputed an area near Omaha.<sup>22</sup> Nonetheless, when John Grant Johnson attempted to size up the Mahurangi situation for the Crown in 1852, he basically ruled out the importance of Hauraki interests. Johnson's Mahurangi 'Native History' referred to it as 'originally inhabited by a tribe called the Ngatirongo, a branch of the Kawerau, of whom Parihoro and Hemara are the remnants. . . ' They gave up fishing rights to Hauraki people shortly before Hongi 'exterminated' all except 'two or three small parties of

---

<sup>20</sup> Smith, *Peopling the North*, pp. 97, 99

<sup>21</sup> Smith, *Peopling the North*, pp. 99-100. They sold this reserve to the Crown for 400 lb of tobacco in 1844. AUC 121 deed 25 April 1844.

<sup>22</sup> Rogan to McLean 13 Feb. 1861, AJHR 1861 C-1, pp. 90-91

[Ngati Rongo] families. . . ' Te Hemara Tauhia 'took refuge with Pomare [of Ngati Manu], and Parihoru [of Te Parawhau], who [both?] took refuge at Whangarei'. When Hauraki and Waikato drove Nga Puhi affiliated groups (such as Pomare and Parihoru's) back north, Johnson went on:

the Thames Natives, who, as before stated, had acquired the right to the bays and rivers. . . now took the land also, and on the arrival of HM's govt. at Auckland, they sold their claims to the whole block.<sup>23</sup>

Again, Johnson, like Smith, assumed that the Crown had bought claims rather than clear ownership rights in 1841.

### **Buying-off others?**

To what extent was the Crown engaged in 'buying off' Maori claimants on a 'first come, first served' basis during the entire period of the most intensive purchasing (from 1840 to 1865)? This report attempts to answer that question by examining individual transactions in later chapters. In this chapter, however, a theme of general expediency can be introduced. Johnson's 'Native History' typified the Crown's approach for most of the 1840-1865 period. In Mahurangi Johnson saw Kawerau and Ngati Rongo as Mahurangi residents whose interests the Crown could not ignore. Although he probably viewed Ngati Whatua in Mahurangi, and Te Parawhau in Mangawhai, as non-resident groups, he nonetheless recognised their interests with additional payments.

Consequently, in the 1854 Wainui purchase negotiated with groups described in the deed as Kawerau, Johnson approved of Ngati Whatua participation. He described how he had paid £600 that day [for Wainui]

to the claimants assembled at the village on the [Waiwera?] Native Reserve, and the subsequent further division of the same amongst themselves, and the amounts which have been devoted to appease the jealousy of the Ngatiwhatua has entirely set at rest any apprehension which may have existed of uneasiness in that quarter.<sup>24</sup>

Johnson was perhaps more conscientious than Rogan, his successor, in distinguishing different tribal interests involved. Johnson tended to distinguish Ngati Rongo and Kawerau

---

<sup>23</sup> Johnson to Native Sec. 24 Feb. 1852, Turton Epitome C139

<sup>24</sup> Johnson to McLean 22 June 1855 [sic - 1854], Turton Epitome C142

interests from those of other groups, while Rogan tended to lump them together. For example, when reporting on preparations for purchases within the Te Uri o Hau tribal area, he stated that 'the complicated nature of the claims of tribes and individuals [within this area] require much patient investigation before a conclusion can be arrived at. . .'<sup>25</sup> Thus, Johnson was able to recognise the interests of more than one group in the same area and to realise that the most expedient approach was a very cautious one.

In sum, to answer the general question posed in the introduction: Which Maori did the Crown negotiate these Mahurangi purchases with? Crown officials negotiated with Hauraki first, then with Ngati Whatua, and finally with a variety of different Kawerau descent groups. Some of the Kawerau groups related to Ngati Whatua through Ngati Rongo, and some related to either Te Uri o Hau or Ngati Wai. Did Crown officials recognise the complexity of customary interests in their purchase activity? Generally, Johnson did, and Rogan did not. The reasons for this contrast between Johnson's and Rogan's practice will emerge in the examination of specific transactions in the following five chapters.

## Chapter 2: The 1841 Mahurangi purchase and its aftermath

In April 1841 the Crown committed what could be described as a major blunder in seeking to purchase the entire Mahurangi area from only one tribal group. That group, of course, was the Hauraki people, or more precisely, the four tribes of the Marutuahu Confederation.

### Mahurangi 1841

The famous original Mahurangi Crown purchase deed appeared to be much more than a 'buying off' of Hauraki claims. The almost A2 sized document declared that the 'Chiefs and people of Ngatipaoa Ngatimaru Ngatitamatera and Ngatiwhanaunga' did:

cede and dispose of these places of ours. . . *ka tuku ka hoko atu nei I enei kainga o matou*. . . The land all the trees the waters. . . all the forests (not already disposed of). . . the whole of this place of ours . . . *te whenua nga rakau katoa ngai wai katoa. . . nga motu katoa (kihai I hokona I mua ake nei). . . o enei kainga katoa o matou*. . .

The northern boundary commenced at Te Arai Point (10 km south of Mangawhai Heads). It then went inland to the watershed between the East Coast and Kaipara Harbour as indicated by 'the source of Whangateau. . . to the source of Waiwerawera. . . to the boundary of Te Teira's place' at Te Weiti. The southern boundary began at Riverhead, 'the Kaipara portage', and then went to the North Head of Waitemata. The eastern boundary followed the coast

from . . . Waitemata to Te Arai with all the islands on the coast . . . *me nga motu katoa o nei taha tika* . . . and all the places not disposed of formerly. . . *me nga wahi katoa kahore I hokona I mua ake nei*. . .

The lack of a plan associated with the deed made this boundary description difficult to follow in several respects. Firstly, the western watershed did not follow a relatively clear ridge line. The source of the Whangateau is far to the east of the source of the Waiwerawera (now referred to as Waiwera). Furthermore without a plan, the location of the reserve stated in the deed cannot be determined. This part of the deed read 'Te Waimai a te Tumu being excepted as a place of residence for us. . . *e kapea ki waho hei nohoanga mo matou*'. Today the location and area of this reserve remains a mystery.



The other features of the deed, payment provisions and signatures, read remarkably like those in pre-Treaty transactions. The payment was to be largely in kind. Listed were:

400 blankets, 60 cloaks, £200 cash, 60 gowns, 2 horses, 2 head of cattle, 200 pr. trousers, 30 coats, 100 caps, 4 casks of tobacco, 6 bags flour, 2 bags rice, and 1 bag sugar.

Of the 22 signatures, 17 were in the form of tohu or distinctive marks, and all but one of the remainder could be described as conventional signatures. The names recorded were:

Paora, Ngakete, Pouroto, te Puia, Taranui, Haua, te Wera, Irirangi, te Kepa, Nuku, te Ruinga, Wiremu Hoete, Waitangi, Kahukoti, Taiko, Wakaturia, Hakopa, Mohi, Hohepa, Muriroa, Raho, and Ware.<sup>1</sup>

The Hauraki chiefs probably signed this deed in Auckland, although there is little information available on that point. The deed may have been back-dated because Hobson did not approve the purchase proposal until after 13 April. On 12 April Clarke transmitted 'a proposal from the united tribes of the Thames to sell . . . Mahurangi' to the Crown. Hobson (through the Colonial Secretary) approved this proposal two days later, the day after the chiefs were supposed to have signed. Clarke apparently estimated the area as 'containing One hundred thousand acres, more or less'. This was no more than a wild estimate, however, because only later were the boundaries traversed, and evidently the entire area was never properly surveyed.<sup>2</sup>

After the deed signing, Surveyor General Mathew sent 'Mr Assistant Surveyor Campbell' with Edward Williams (Interpreter) and four unidentified Maori to determine 'the position of the Northern Boundary' of the Mahurangi purchase. He urged Campbell to identify a natural feature such as a river to prevent 'any future doubt or difficulty on the subject'. Campbell initially examined:

a small River called the 'Pukidi' [Pakiri] which he considered would present a desirable feature for the Purpose, but on proceeding to the Spot, which the Natives had determined as the Northern boundary, he found it to be a remarkable point or Head-land . . . so decidedly and distinctly marked as to render it in every way eligible for the purpose — This Headland which is called by the Natives 'Arai' appears . . . to be situated about midway between Point Rodney and Wangari . . .

---

<sup>1</sup> Mahurangi and Omaha Crown purchase deed 13 April 1841, AUC 123 (TCD I: 251). All Crown purchase deed references will be to the original documents held by Land Information New Zealand in Wellington. The originals differ in minor respects to the version published under Turton's guidance in 1877. The Turton reference (TCD) follow the original reference as above.

<sup>2</sup> W Shortland (Col Sec) to Clarke 14 April 1841, Turton Epitome C138

The western watershed area Campbell described as mostly rugged and heavily forested, but with some land suitable for settlement. A 'few thousand acres of good fern land' at Matakana fell into this category, even though Millon claimed 'a portion' of it (on the basis of a pre-Treaty transaction). Campbell also reported that 'the Natives expressed to him their intention of reserving three small Bays in that harbour [at Matakana]'. Mathew was unaware 'if any such stipulation was made in the original agreement for the purchase', although this may have referred to Te Tumu a Waitai.

Campbell deplored the wanton destruction of kauri 'at all these Stations along the coast'. He also remarked upon the harbour at Omaha as well-watered and suitable for sheltering small vessels. Mathew stated:

The determination of the Southern boundary being at present a matter of no very great importance, and there being, besides, no natives at present here who could point it out, I propose to employ Mr Campbell in making a Survey of the River [Harbour] at Mahurangi and of the available land in that vicinity . . .

Mathew referred to his 1840 report about how the head of this Harbour was a suitable town site. He believed that proximity to Auckland and the ease of water transport made this area suitable for 'small farms' to be settled by 'the Middling class of Emigrants' expected to arrive in New Zealand. In conclusion, Mathew 'strongly' recommended that 'all the lands available for cultivation on this part of the coast . . . should be appropriated [ie. surveyed for settlement] in the same way. . .' as the land surrounding Mahurangi township.<sup>3</sup>

From this Mathew report on Campbell's mission to Mahurangi, it appears that the four Maori who accompanied him were Hauraki people. On the other hand, these people appeared to be more familiar with the northern (Te Arai) and central (Matakana) parts of the area, than with the south (Waitemata). Mathew's comment that 'no natives present here' (presumably Auckland) could point out the southern boundary is hard to explain. Also confusing is Shortland's report less than a month later acknowledging Clarke's recommendation to pay Wiremu Hoete £5 for 'pointing out the boundaries of. . . Mahurangi'. Shortland asked Clarke to explain to those 'who

sold the land in question, but who neglected to point out the boundaries' that this sum would be deducted from the purchase price.<sup>4</sup>

Meanwhile, Clarke negotiated another purchase with Hauraki chiefs, this time in the Kohimarama area adjoining the western side of the Tamaki Inlet.<sup>5</sup> Just as with the Mahurangi purchase, Alemann found this transaction wanting in several respects, particularly with regard to boundary definition.<sup>6</sup> In a sense, the Kohimarama purchase may have served the same purpose as Mahurangi. Probably in the interests of expediency, the Crown chose to deal with Hauraki interests on both sides of the colonial capital soon after the initial October 1840 Waitemata transaction with Ngati Whatua.

Most of these 1840-1841 transactions appear to have been hastily arranged, and, partly as a consequence, poorly documented. In each case, little evidence of the nature of the negotiation remains. Although each transaction appears to have taken place in Auckland, this is no more than an informed guess. In the case of Mahurangi, several loose ends remained untied. For example, a proportion of the purchase price and goods to be exchanged remained outstanding for months, and possibly years, after April 1841.<sup>7</sup> As late as 1844, Clarke revealed that instead of the horses which were to be given to Ruinga and Hohepa, the Governor (presumably Hobson) had subsequently approved payment of £60 in lieu of these horses.<sup>8</sup>

### **Subsequent transactions**

Within weeks of the original deed signing, and well before the completion of payments to Hauraki, the Crown began a series of subsequent transactions with other groups affecting the Mahurangi area. Clarke, in late June 1841, obtained Hobson's approval for 'the purchase of a

---

<sup>4</sup> Shortland to Clarke 11 June 1841, Turton Epitome C138

<sup>5</sup> Shortland to Clarke 28 May 1841, Turton Epitome C149

<sup>6</sup> Alemann, Ngatiwhatua Tribal Area, pp. 110-111

<sup>7</sup> Clarke to Col. Sec 7 June 1841, Mathew audit report 15 Sept. 1843, Turton Epitome C149-150, 153

<sup>8</sup> Clarke to Col. Sec. 10 Feb. 1844, Turton Epitome C154

piece of land lying on the north side of the Waitemata Harbour, extending from the north head of the harbour, about 8 miles west, containing 6,000 acres, more or less, from the Chief Tinana and others'. Five other Ngati Whatua chiefs who had not been consulted in the original Mahurangi transaction signed a receipt (dated 29 June 1841) on the back of the original 13 April deed. This subsequent transaction perhaps represented the Crown's acknowledgement of Ngati Whatua interests throughout Mahurangi.<sup>9</sup> The declaration read:

*Ko nga utu enei ke riro mai I a Ngati Watua mo tetahi o to ratou I roto I nga kua oti to tuhituhiki tua o tenei Pukapuka.*

Over 25 years later, EW Puckey translated this as:

These are the payments received by Ngatiwhatua for some portion of their lands within the boundaries defined on the other side of this deed.<sup>10</sup>

Six months later Clarke reported that Kawau and Reweti of Ngati Whatua 'agreed to sell. . . a portion of land to the north-west of Auckland, containing 10,000 acres, more or less. . .' for £300, 3 horses and 40 blankets.<sup>11</sup> Crown officials (presumably Clarke) receipted this also on the back of the original deed. This 3 January 1842 receipt also recorded the signers as representing Ngati Whatua, but instead of referring to 'some portion of their lands – *mo tetahi o to ratou wahi*' (as in the previous receipt), its wording was apparently changed from this to 'the whole of their lands – *mo ta wahi katoa*'.<sup>12</sup>

The Ngati Whatua payments were only the beginning of a series of subsequent transactions. In 1842 Pomare of Ngati Manu (usually associated with the Bay of Islands) drew the Crown's attention to his Mahurangi interests. Hobson approved the purchase of 'a small vessel for the Chief Pomare, in part payment for his interest in the land at Mahurangi, sold by

---

<sup>9</sup> Clarke to Col. Sec. 29 June 1841, JS Freeman (for Col Sec) to Clarke 29 June 1841, Turton Epitome C150

<sup>10</sup> Ngati Whatua receipt 29 June 1841, Puckey translation 3 June 1867, AUC 123 (TCD I: 251-252). Titahi, but not Tinana, signed this receipt.

<sup>11</sup> Clarke to Col Sec 29 Dec. 1841, Shortland to Clarke 30 Dec. 1841, Turton's Epitome C151

<sup>12</sup> Ngati Whatua receipt 3 Jan. 1842, AUC 123 (TCD I: 252). In the original *tetahi a* was crossed out before the word *wahi* and *katoa* was inserted after it.

that chief to the Crown for £150.<sup>13</sup> Pomare, on behalf of his tribe – *o toku Iwi* – eventually received £50 cash, and a cutter later valued at £150 for his Mahurangi interests.<sup>14</sup>

As far as Hauraki people were concerned, the most significant subsequent transaction was that by which Ngati Whanaunga (represented by Te Horeta and his son Kitahi):

ceded to the Governor the piece of land reserved by Ngatipaoa. . . *kua tukua o matou kia te Kawana te wahi whenua I whakatapua o Ngatipaoa*. . . (which Ngatipaoa have given to us). . . (*kua tukua mai e Ngatipaoa*). . . We give this land up altogether. . . *ke whakamahuatia tonutia* . . .<sup>15</sup>

The deed identified the land in question as 'Te Tumu and Waimai', the area reserved in the original 1841 Mahurangi purchase.<sup>16</sup> This, however, by no means ended Hauraki involvement in Mahurangi.

### Timber licences 1846-1852

Although Hauraki people participated in the Mahurangi spar trade during the early 1830s, this trade subsequently flourished in the Coromandel and Whitianga areas while it waned in Mahurangi. During the 1840s the increased demand for sawn timber, stimulated in part by the construction of the colonial capital, brought the sawyers back to Mahurangi.<sup>17</sup>

Well before the Crown issued the first timber licences north of the Waitemata, John Anderson Brown established his mill at what was to become the site of Warkworth. In his local

---

<sup>13</sup> Freeman to Clarke 5 April 1842, Turton's Epitome C138-9

<sup>14</sup> Mathew audit report 15 Sept. 1843, Turton Epitome C153. Although Turton printed a copy of the 31 May 1842 Ngati Manu receipt (TCD I: 252-253), it does not appear among the original Crown purchase deeds.

<sup>15</sup> On Te Horeta's background, see DNZB I: 450-452. FitzRoy referred to Te Tumu a Waitai as 'an extent of Land at Mahurangi — purchased by me on account of Government'. FitzRoy to Sinclair 25 Apr. 1844 IA 1/1844/1236

<sup>16</sup> Ngati Whanaunga deed 25 April 1844, AUC 121 (TCD I: 253). See Smith, *Peopling of the North*, pp. 99-100

<sup>17</sup> For information on Hauraki participation in the pre-Treaty Mahurangi spar trade, I am indebted to Paul Monin who is currently completing a study of 19th century Hauraki history.

history of the area, Keys wrote that Brown came to Mahurangi 'probably in 1843 . . . to purchase land and build a sawmill'.<sup>18</sup>

For almost a decade the area around today's Warkworth was known to Europeans as 'Brown's Mill'. Not until 15 November 1853 did Brown establish 'legal title' by purchasing 153 acres of land which he had previously arranged to be surveyed as a town site. For this land he paid £68/17/- under Grey's Land Regulations. He then advertised town lots for sale in the *New Zealander* on 27 May 1854 as 'The Beautiful and Pet District of Mahurangi'.<sup>19</sup>

Early timber licences 'were usually sanctioned by the Act for Regulating the Sale of Waste Land Belonging to the Crown in the Australian Colonies 1842'. This imperial legislation applied to New Zealand, and it defined waste land as unreserved Crown land not subject to long-term leases. It enabled the Government to issue annual cutting or pastoral licences. The Crown issued the first such licences in 1846 near Auckland, such as at Mahurangi for £5 per annum.<sup>20</sup>

Licensed European sawyers soon discovered that Maori continued to claim resource rights within the Mahurangi area. For example, in 1846 John Taylor received 'a Licence . . . to cut Timber on Government Land opposite to the Island of Kawau between George Paton's [Patten's] Grant and the headland commonly called Little Point Rodney'.<sup>21</sup>

Less than a month later, Charles O Davis wrote Taylor a letter. In it he stated that 'Te Hemira [Te Hemara Tauhia], Peta, Pu and others' had directed him to prevail upon Taylor to:

desist from felling & sawing Timber upon land situate at Mahurangi, 'Te Ngaere' by name. I am also directed to say that payment will be immediately demanded by them for all Timber removed from the land referred to —

---

<sup>18</sup> Keys, Mahurangi, p. 32

<sup>19</sup> Keys, Mahurangi, p. 35

<sup>20</sup> Michael Roche, *History of Forestry* GP Books: Wellington, 1990, pp. 51-52

<sup>21</sup> John Taylor to Col. Sec 11 March 1846, IA 1/1846/475; Sinclair/Ligar minutes 12, 13, 16 March 1846, IA 1/1846/475

The Land has never been sold to the Govt. as can be proved by Public Documents and by the united testimony of many honourable and influential chiefs of several Tribes —

The above named Chiefs loudly exclaim against such infringements upon their rights, and insist upon the Land being vacated without further delay.<sup>22</sup>

The 'several Tribes' Davis represented evidently included Ngati Rongo and Kawerau. Taylor forwarded Davis' letter to the Crown stating 'that there may be some mistake with respect to the Crown's Title to the Land'. He asked the Crown to re-examine 'the Native Conveyance to the Government . . . and otherwise take measures to prevent unpleasant consequences to me at the hands of the Native chiefs mentioned in Mr. Davis' Letter'.<sup>23</sup>

Sinclair immediately referred the matter to former Protector Clarke who had been involved in the original Mahurangi transaction. Clarke simply invoked the familiar 1841 boundaries of 'the North Head of the Waitemata harbour to the Arai'. On the other hand, he added a reserve provision to that stated in 1841. The purchase, he wrote, did not include 'a reserve near Waiwerawera made for the Chief Hemara, and his dependents'. It also excluded 'some inconsiderable purchases made by Europeans prior to the formation of the Colony'.<sup>24</sup> In response to Clarke, Ligar noted that 'no native reserve . . . is provided for in the [1841 Mahurangi] deed . . .' Ligar was clearly mistaken, in that Te Tumu and Waitai were reserved for Ngati Whanaunga in 1841. On the question of the Maori claims near Matakana, Ligar recognised 'that it will be necessary for me to go to the place and see the Natives.' Clarke's reference to a Waiwera reserve appears consistent with an oral arrangement between Te Hemara and Hobson, probably during 1841.<sup>25</sup>

The Crown had plenty of incentive to resolve disputes surrounding the ownership of timber and other resources in the Mahurangi area. By March 1847 it had licensed at least a dozen sawyers to cut timber within that area. In advertising these licenses, the Crown carefully defined

---

<sup>22</sup> CO Davis to Taylor 22 April 1846, IA 1/1846/475. Te Ngaere forms part of the Tawharanui Peninsula northwest of Kawau Island.

<sup>23</sup> Taylor to Col. Sec. 23 April 1846, IA 1/1846/475

<sup>24</sup> G Clarke minute 24 April 1846, IA 1/1846/475

<sup>25</sup> Ligar minute nd., 24 April 1840, IA 1/1846/475. This oral agreement was referred to in Johnson to Native Sec. 24 Feb. 1852, Turton Epitome C139

the legal basis for issuing such licenses. For Takapuna and Mahurangi (narrowly defined as the area surrounding Mahurangi Harbour) the Crown claimed ownership on the basis of 'Government purchase'. For Okura Creek, it claimed ownership upon this basis, but it also indicated with regard to the Wilson and White timber cutting license there that the Crown recognised ownership arising from the 'Pre-emption purchase of the applicants'. A return of these licenses appeared in both the *New Zealander*, and in the official *New Ulster Gazette*. Licenses within the original Mahurangi purchase area are listed below.

'A Return of all Applications for Licenses to occupy Govt. Lands or Native Lands, since 16th November, 1846 ...'

Takapuna      Ownership: 'Government purchase'  
3?/47    H Figg      'For depasturing cattle'    3mo.    £2/10/-

Okura Creek      Ownership: 'Government purchase'  
11/46    J Hampson      'For sawing timber'      3mo.    £1/5/-  
12/46    Jas. Price      'For splitting shingles'    3mo.    £1/5/-  
5/46    Scullen & Edwards      '... timber'      £5  
5/46    Thos. Larkin      Do      £5  
6/46    Hampson & Ryan Do      £5  
6/46    James Rillie      Do      £5  
8/46    H Scullen      Do      £5

Okura Creek      Ownership: 'Pre-emption purchase of applicants'  
6/46    Wilson & White      '... timber'      'Govt. will not interfere'

Mahurangi      Ownership: 'Government purchase'  
12/46    Jno. Robertson      'For sawing timber'      £5  
2/47    J McGeachie      Do      £5  
3/47    C Dyer      Do      £5  
5/47    JA Brown      Do      £5<sup>26</sup>

### The Reader Wood/Government lines

Because licenses could be granted only in areas defined as Crown land, they required surveys to do this. From admittedly inadequate surviving evidence, it appears that the Crown surveyed part of the western or inland Mahurangi boundary in 1845. Evidently, Assistant Surveyor General Reader Wood supervised a survey from a point east of Riverhead to the Okura

<sup>26</sup>

*New Zealander* 27 Oct. 1847. See also various returns published in *New Ulster Gazette* 1846-1847



River, and another from somewhere north of that river (Te Weiti perhaps) to the Conical Peak, a prominent landmark (elevation 385m) about 8km north of today's Warkworth. A search of the Surveyor General's 1845 correspondence with the Colonial Secretary has not revealed any details of this operation, however, so much of the picture is based largely upon conjecture.<sup>27</sup>

The Crown apparently surveyed these north-south, but discontinuous, straight lines to allow it to define the extent of the land within which it could license sawyers and graziers. The trouble was that these survey lines bore little or no relationship to the western watershed boundaries defined in the text of the 1841 deed. The originally defined boundaries also appeared in the text of subsequent receipt documents. The evident dissonance between the original boundary description and the subsequent survey lines has been illustrated in Figure 4: Mahurangi Crown Purchases 1841-1845 below.

To begin with, although the Conical Peak proved to be about 18km due south of Te Arai Point, the survey did not extend to that point. Te Arai was identified as the northern boundary in both the deed, and by Wood's predecessor, Assistant Surveyor General Campbell, in his traversing of the boundaries with Maori later in 1841. Secondly, the southeastern boundary specified in 1841 at Riverhead was about 12km due west of Reader Wood's line (as reconstructed by Alemann). Finally, and most importantly, the difference between a catchment area and a straight, compass determined survey line (in this case, two such lines) is so glaringly evident as to require no further comment.

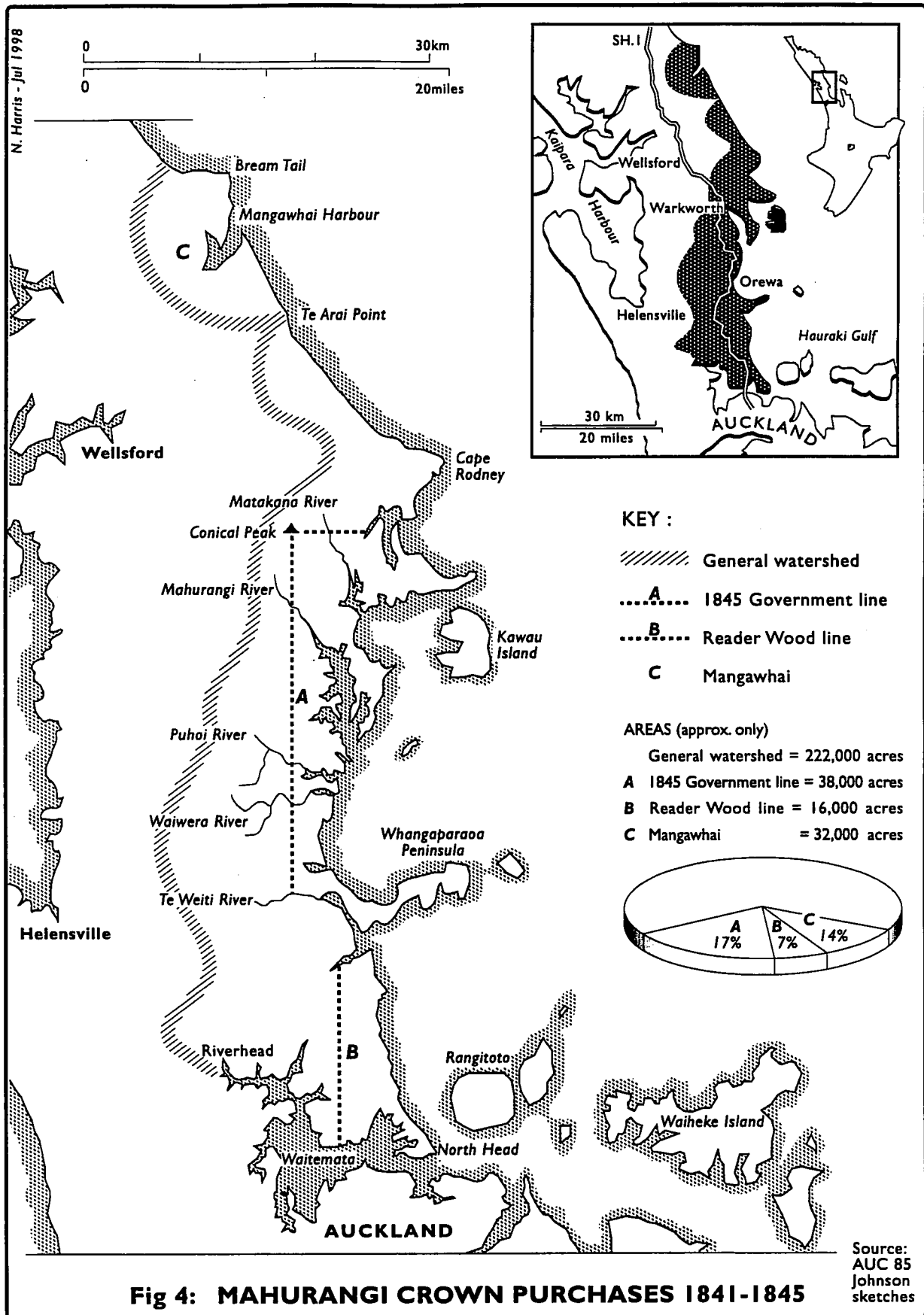
Given this evident dissonance between the declared and the surveyed boundaries of the 1841-1845 Mahurangi purchases, should the Crown have renegotiated the extent of them with the original contracting parties? The available evidence suggests that no such renegotiation occurred during the 1840s. The evident failure to renegotiate Mahurangi boundaries during the 1840s compounded the confusion which arose during the 1850s when the Crown entered into

---

<sup>27</sup> For evidence of the Takapuna end of this survey, see Alemann, Ngatiwhatua Tribal area, p. 77. The Waiwera and Warkworth sections of this line are visible in 1850s Johnson sketch maps attached to IA 1/1853/2099, and that held in the McLean papers (832.11gbbd) simplified in Figure 7.

three more general Mahurangi transactions, and an even greater number of associated or overlapping transactions.

In summary, what does the foregoing say about the specific question (b) posed in the introduction? Specifically, what defined the extent of the original 1841 Mahurangi purchase? What Clarke apparently inserted as the boundary description in the deed did *not* define what became the full extent of the purchase. 1845 surveys determined that the Crown claimed title, not to the approximately 220,000 acres described in the 1841 deed, but to 56,000 acres east of the 1845 survey lines (see Figure 4). Secondly, were subsequent Mahurangi purchases a recognition of multiple Maori interests, or simply attempts to pay-off successive claimants? Crown actions during the 1840s appeared to be dictated by different Maori presenting successive claims within the Mahurangi area. Not until after 1850 did Crown officials begin to analyse multiple Maori interests in any considered way. The Crown's consideration of such interests after 1850 is the subject of the next chapter.



### **Chapter 3: 'Second Wave' Mahurangi purchases 1853-1865**

While the Crown had been prepared to 'muddle through' Mahurangi ownership disputes during the 1840s, by 1850 the stakes had risen. By then Mahurangi had become a major source of sawn timber. Consequently, the Crown had to devote much more attention to the area after 1850.

#### **1850s Timber and shipbuilding**

The California gold rushes of 1849 stimulated the timber export trade, especially that out of Auckland. That year, New Zealand's total timber exports were valued at ,14,079 (over 10% of all exports). By 1853, timber exports increased to ,93,488, accounting for an impressive 30% of all exports. By 1850 Auckland's urban population of almost 5,000 (about 20% of New Zealand population) also stimulated local demand.<sup>1</sup> In the first half of 1852, for example, Mahurangi replaced Hauraki as the most important source of sawn timber for the colonial capital.<sup>2</sup>

By 1852 the Mahurangi timber trade had become so well established that George Darroch established a substantial shipyard on Mahurangi Harbour. Although there had been small scale shipbuilding and repairing in the Matakana area during the 1840s, Darroch's operation assumed greater significance. According to Keys, he built eleven coasting vessels there (ranging between 15 and 24 tons) before 'the early 60s'.<sup>3</sup> Percy Smith observed these Mahurangi built coastal vessels when he first visited the area as a Crown surveyor in 1859. He recorded that many of these vessels were schooners and cutters collectively known as the Auckland 'Mosquito Fleet'.<sup>4</sup>

---

<sup>1</sup> Roche, Forestry, pp. 47-50

<sup>2</sup> Fig. 2.1 'Sawn Timber into Auckland Feb.- June 1852' in Roche, Forestry, p. 56

<sup>3</sup> Keys, Mahurangi, pp. 74-75

<sup>4</sup> Smith, Memoirs, p. 43. The name derives from how this fleet of sailing vessels 'swarmed' across the coastal approaches to the port of Auckland.

### 1850s Timber disputes

Maori from outside both Mahurangi and Hauraki began to enter the timber business in the 1850s. In Mahurangi, they soon encountered licensed European sawyers. Rangikaheke, the noted Te Arawa scholar, came into conflict with European sawyers along Rotopotaka creek near Mahurangi Harbour. Rangikaheke complained that the Europeans were licensed, and he was not. He proposed that he be granted a license to cut along one side of the creek and the Europeans be confined to the other. The Crown wisely avoided the immediate conflict by granting his request.<sup>5</sup>

The Crown was not always successful in resolving such disputes. Timber appears to have been the source of Parihoro's grievances in the Matakana area. Parihoro, who shared both Ngati Manuwhiri and Te Parawhau ancestry, had resided in the Whangarei area during much of the 1830s, but retained his Matakana interests. In 1845 he had organised a muru of European sawyers working in the area claimed by Millon (near today's Millon Bay) on the basis of a pre-Treaty transaction with Hauraki people. The Crown retaliated by confiscating what it assumed to be Te Parawhau land at Takahiwai on Whangarei Harbour (including today's Marsden Point).<sup>6</sup>

John Heyd'n, a Matakana timber licensee, indicated that Parihoro (whom Heyd'n described as 'a chief of the tribe Parawhau') disputed his rights in November 1851. In response to Parihoro's demands, Heyd'n appealed to the Crown to give the matter urgent attention. He needed to 'know the extent of Parihoro's claim in setting the Government License at defiance.'<sup>7</sup> Upon having the matter referred to him by Colonial Secretary Gisborne, Surveyor General Ligar stated that Parihoro:

together with Hemara and others have been endeavouring for some time to establish a claim upon the

---

<sup>5</sup> Wiremu Maihi Te Rangikaheke to Khipane (CCL Gisborne) nd., Gisborne memo 16 June 1851, Lieut. Gov. Wynyard and Sinclair minutes 18, 19 July 1851, IA 1/1851/1223. On Rangikaheke's importance as a Maori scholar, see NZDB I: 494-495

<sup>6</sup> Takahiwai deed 7 July 1854, TCD I: 136-137; Nancy Preece Pickmere, *Whangarei: The Founding Years*, Whangarei, privately published, 1986, p. 38

<sup>7</sup> John L. Heyd'n to CCL 3 Feb. 1852, IA 1/1852/278

Mahurangi and Matakana Districts.

As such pretensions if persevered in may lead to serious disturbances between the two races, I would suggest that the Native Secretary be requested to obtain a meeting of the Chief Men who sold the land included in these districts . . . where the question of these claims might be discussed and fully settled.<sup>8</sup>

Nugent, the Native Secretary, agreed that a meeting was necessary to 'finally set at rest . . . the land question at Maurangi [sic] . . .' He described Parihoru as 'a very troublesome character', but someone 'connected with most of the influential Bay of Islands Chiefs . . .' He was aware that Parihoru claimed a sizable area at Matakana, apparently because he had inherited someone called "Pehperems" claim. Nugent concluded:

Unless something is done to settle the native claims at Mahurangi, there will be no peaceable occupation of the land by holders of timber licenses and others in that district.<sup>9</sup>

Nugent apparently instructed Johnson (then a 'Native Interpreter') to examine 'the nature and extent of the Native claims to the Mahurangi and Matakana District, the limits into which their reserves could be confined, and the relative extent of those reserves compared with the rest of the block'. In his report, Johnson recited the oral history of both Nga Puhi and Hauraki invasions of Mahurangi, emphasising that they did not obliterate the rights of resident groups, such as those represented by Te Hemara and Parihoru.

Johnson believed, however, that Te Hemara was a worthier claimant than Parihoru. He reported that Te Hemara's people 'merely wish a large reserve to live on. . .' at Waiwera/Puhoi while Parihoru 'urges extravagant claims on a large portion of the block', evidently in the Matakana/Mahurangi Harbour area. According to Johnson, 'Hemara has proved to me' that Pomare wrongly attached his father's signature to the May 1841 deed posthumously. Hemara immediately 'remonstrated' about this with Hobson 'who guaranteed him certain reserves and sacred places'. This, too, was documented. With a 100 strong party, having 'no other place to reside on', and full Maori support for his claims, 'I have prevailed upon him to curtail [them to] . . . timber land, no part of which can be said to be available for the location of European farmers'.

---

<sup>8</sup> Ligar to Col. Sec. 7 Feb. 1852, IA 1/1852/278

<sup>9</sup> CL Nugent (Native Sec.) minute 10 Feb. 1852, IA 1/1852/278

On the other hand, Johnson asserted, Parihorō's 'pretensions' were not 'so strongly supported'. Most Maori felt that it 'would be just and reasonable' for him to 'relinquish his claims to all the land originally sold [in 1841] by Ngati Paoa as far as the Arai' in return for a 'small payment. . . in addition to his reserve where he now resides [apparently in the Matakana area]. . .'<sup>10</sup>

Johnson's 1852 report on Mahurangi 'Native History' provided Nugent and Ligar with the information necessary to meet 'the chiefs involved' almost 12 months later.<sup>11</sup> The 5 January 1853 and other later payments listed in a document filed by the Colonial Secretary (which were also documented in deeds dated 1 and 7 November 1853 and 5 January 1854) apparently represent the outcome of Nugent and Ligar's meetings with Mahurangi claimants. The full list suggests that there may have been several meetings, but one with Hauraki people definitely took place on 5 January 1853. The list of Hauraki claimants paid on 5 January 1853 corresponds to that of the signers of the 1854 deed, which therefore appears to be a subsequent ratification of the 1853 agreement. The full 1853 list (identifying Hauraki people with an asterisk) follows:

List signed by Ligar and Nugent

Source: IA 1/1853/488

Parihorō	£150	paid 1 Nov. 1853
Taraia*	20	paid 5 Jan. 1853
Te Ara	20	paid 10 Nov. 1853
Haimona	10	paid 10 Nov. 1853
Hauauru*	5	
Patene*	5	paid 5 Jan. 1853
Takurua*	5	
Irai*	5	paid 5 Jan. 1853
Hoera*	5	
Tamati Wheoro*	5	
Rahiri Whareroa*	5	
Wiremu Terau Roha*	5	
Te Hura*	5	paid 5 Nov. 1853

<sup>10</sup> JG Johnson to Native Sec. 24 Feb. 1852, Turton Epitome C139

<sup>11</sup> Lt. Gov. Wynyard and Ligar minutes 28, 30 April 1852, IA 1/1852/278

Pita*	5	paid 5 Jan. 1853
Wiremu Pori*	5	paid 5 Jan. 1853
Rawiri Takurua*	5	paid 5 Jan. 1853
Hohepa Te Ahu*	5	paid 5 Jan. 1853
Arama Karaka*	5	paid 5 Jan. 1853
Te Rahi*	5	paid 5 Jan. 1853
Henare*	5	paid 5 Jan. 1853
Maihi*	5	paid 5 Jan. 1853
Maka*	5	paid 5 Jan. 1853
Paora*	5	paid 5 Jan. 1853
Te Matiu*	5	paid 5 Jan. 1853

£300

An undated handwritten note signed by both Ligar and Nugent immediately below this list read: 'I think it would be advisable to settle all the outstanding claims on Mahurangi by paying the above . . .'<sup>12</sup>

Those chiefs listed above without payments all signed a 5 January 1854 deed, but receipt for these payments was dated 17 January 1854.<sup>13</sup> The January signers were described in the deed as 'nga Rangatira o Ngati Paoa' and, for the first time, this Mahurangi document had a plan (reproduced as Figure 5) sketched alongside the 17 January signatures. The inland boundaries shown on this plan did not follow the 1845 surveyed lines. Instead, the southeastern boundary reverted to Riverhead, and it restored Te Arai to its original 1841 position as the northern boundary point. The plan showed Te Arai (incorrectly) almost due east of the geographic position of the Conical Peak. Significantly, 'Kauwau' is the only island identified in the plan (presumably, as being within the original purchase boundary).<sup>14</sup>

Evidently, the Hauraki groups represented believed that the Crown had not extinguished their title in 1841. Of course, this may have been a Hauraki response to the subsequent

---

<sup>12</sup> List signed by Ligar and Nugent nd., IA 1/1853/488

<sup>13</sup> 'Mahurangi Deed' 5, 17 January 1854, AUC 65 (TCD I: 257-258)

<sup>14</sup> There are some minor but noticeable differences between the original plan, and Turton's reproduction of it. Turton corrected the spelling of 'Kauwau' and the name given to Mahurangi Harbour, 'Waihe' (which he rendered 'Waihi'). Turton also dated this Mahurangi plan 5 January 1854, but the original undated plan is rendered alongside the later signatures. Plan nd., AUC 65; Mahurangi plan 5 Jan. 1854 in HH Turton, *Plans of Land Purchases in the North Island*, Vol. I



transactions with Ngati Whatua and Ngati Manu, as well as a response to the Crown's timber licensing after 1845. When it became clear that the Crown made a lot of money out of Mahurangi resources, Hauraki may simply have claimed what they believed to be their fair share of this revenue.

### **Parihoru Mahurangi purchase 1853**

After 'settling' with Hauraki chiefs in Auckland, Nugent visited Te Hemara Tauhia's Mahurangi residence to determine the nature and extent of 'his claim to a large tract of land which he now occupies'. He hoped to lure both Te Hemara and Parihoru to Auckland 'where they might be more induced to listen to reason than at their own places'. Nugent reported:

These Natives, especially Hemara, are more obstinate on account of their receiving payments from Europeans for permission to cut firewood and timber on the disputed land, which there would be no means of stopping unless the NLP Ordinance were put in force.

Te Hemara negotiated leases of cutting rights to European sawyers as a 'free agent', despite the statutory prohibition against any 'leasing' of Maori land. Like Johnson, Nugent recommended settling with Te Hemara 'on the most liberal terms'. On the other hand, Parihoru claimed 'a large tract of land which contains several [European] farms. . .' One Crown grantee, Boyd, refused to move, so Parihoru threatened 'to pull down' his house and sawmill. . .'. Nugent admitted that 'most of the Natives who previously sold the land' acknowledged Parihoru's claim. He therefore recommended that 'it would be judicious to extinguish it by giving a money payment and also a reserve of land'.<sup>15</sup>

The Crown's payment of £150 to Parihoru (and to four other named 'Kawerau' chiefs) is recorded on both the list of chiefs developed in early 1853, and in a deed dated 1 November 1853.<sup>16</sup> Significantly, Parihoru and his colleagues represented only the northern arm of Kawerau, especially those living at Omaha. Te Hemara and his Waiwera-Puhi people, the southern arm

---

<sup>15</sup> Nugent to Col. Sec. 24 Feb. 1853, Turton Epitome C140

<sup>16</sup> Grey to Sinclair 31 Oct. 1853, IA 1/1853/488. This was half the sum paid to Hauraki in 1841.

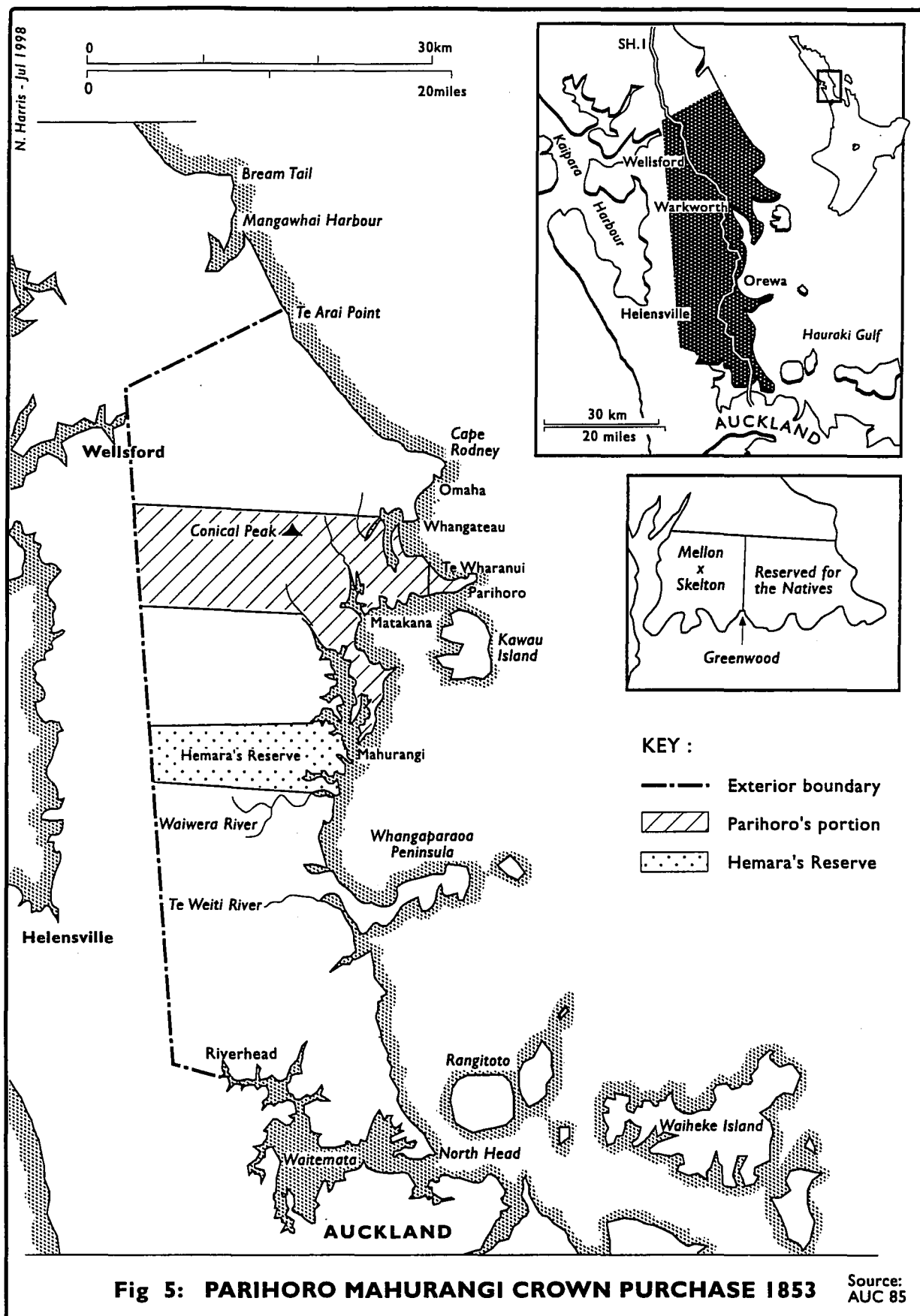
of Kawerau, did not sign. The 1 November 1853 deed features a water coloured plan on the back of an early printed deed form. Johnson signed the plan as a 'witness' and Parihoru also left his mark near where the artist painted in green a very large area (perhaps 20-25,000 acres) marked 'Particular Portion owned by Parihoru' (see Figure 5: Parihoru Mahurangi Crown purchase 1853). Although the plan also shows Te Hemara's smaller (perhaps 10,000 acre) Waiwera-Puhoi 'Reserve', this area is merely outlined in pen and painted yellow like the rest of the unreserved area within the 1841 purchase area. Unlike the subsequent 10 November 1853 Ngati Whatua plan, the Parihoru one shows Te Arai well north of Rodney Point, but like the Hauraki plan Te Arai was still almost due east of the geographic position of the Conical Peak. Unlike both the Hauraki and Ngati Whatua plans, the one marked by Parihoru shows the smaller islands (probably Motuketekete, Moturekareka and Motuora) south of Kawau, evidently within the yellow Crown purchased area.<sup>17</sup>

There is also a major omission from Turton's reproduction of the 1853 Parihoru plan. In addition to showing Parihoru's 'Portion' between the Whangateau and Mahurangi harbours all the way inland to the 1841 version of the western boundary, the original includes a separate sketch showing an area named 'Reserve for the Natives' adjoining the Millon and Skelton Matakana Old Land Claim on the eastern or Tawaharanui side (see inset in Figure 5: Parihoru Mahurangi Crown purchase 1853). That inset may have been a later correction to the main body of the plan which fails to show the Millon claim within the area painted green and labelled 'Particular Portion owned by Parihoru'. Nonetheless, the lettering of the inset appears to be in the hand of the original artist (probably Johnson). Thus, Turton should have reproduced it, but he failed to.

More serious than Turton's failure to reproduce the plan inset is the ambiguity of both the plan's reserve information, and the boundary description in the text of the deed. Unlike the

---

<sup>17</sup> Mahurangi plan [on 1 Nov. 1853 Parihoru deed] nd., AUC 85. The plan on the 10 Nov. Ngati Whatua deed (AUC 115) does not even show Kawau. The Mahurangi/Hauraki plan was drawn on the deed dated 5 Jan. 1854 (AUC 65)



plan (including the Parihoru reserve inset), there is absolutely no reference to reserves in the deed. The deed states:

the Boundaries are these, being the whole of our claim in all Mahurangi according to the sketch on the back of this Deed, nevertheless the exact portion we make over in these Boundaries are these, on the West by the Waihe Creek [or Mahurangi River] and on the ridge, and turning, to the East in the river of Whangateau and on to the Coast . . . *ko ona rohe koia enei ko te matou wahi i roto i Mahurangi katoa kua te to waha kua ki tua o tenei pukapuka —otira ko matou wahi pu ake e wakaetia ai i roto i nga rohe—ko te ripa ki te tuauru ko te Awa o Waihe . . .*<sup>18</sup>

Since Parihoru and four others, but not Te Hemara Tauhia, signed this deed, the deed wording appears to define his interests rather than Te Hemara's. The wording above suggests that Parihoru was prepared to alienate most of the 20-25,000 acre area painted green on the plan and labelled as his 'Particular Portion'. On the other hand, the plan inset Turton failed to reproduce shows the area east of the Millon-Skelton claim as 'Reserved for the Natives'. This appears to be Parihoru's reserve because it is labelled 'Parihoru' (of perhaps 1,000 acres in 'Parihoru's portion' at 'Te Wharanui') in the main body of the plan (see Figure 5: Parihoru Mahurangi Crown purchase 1853).

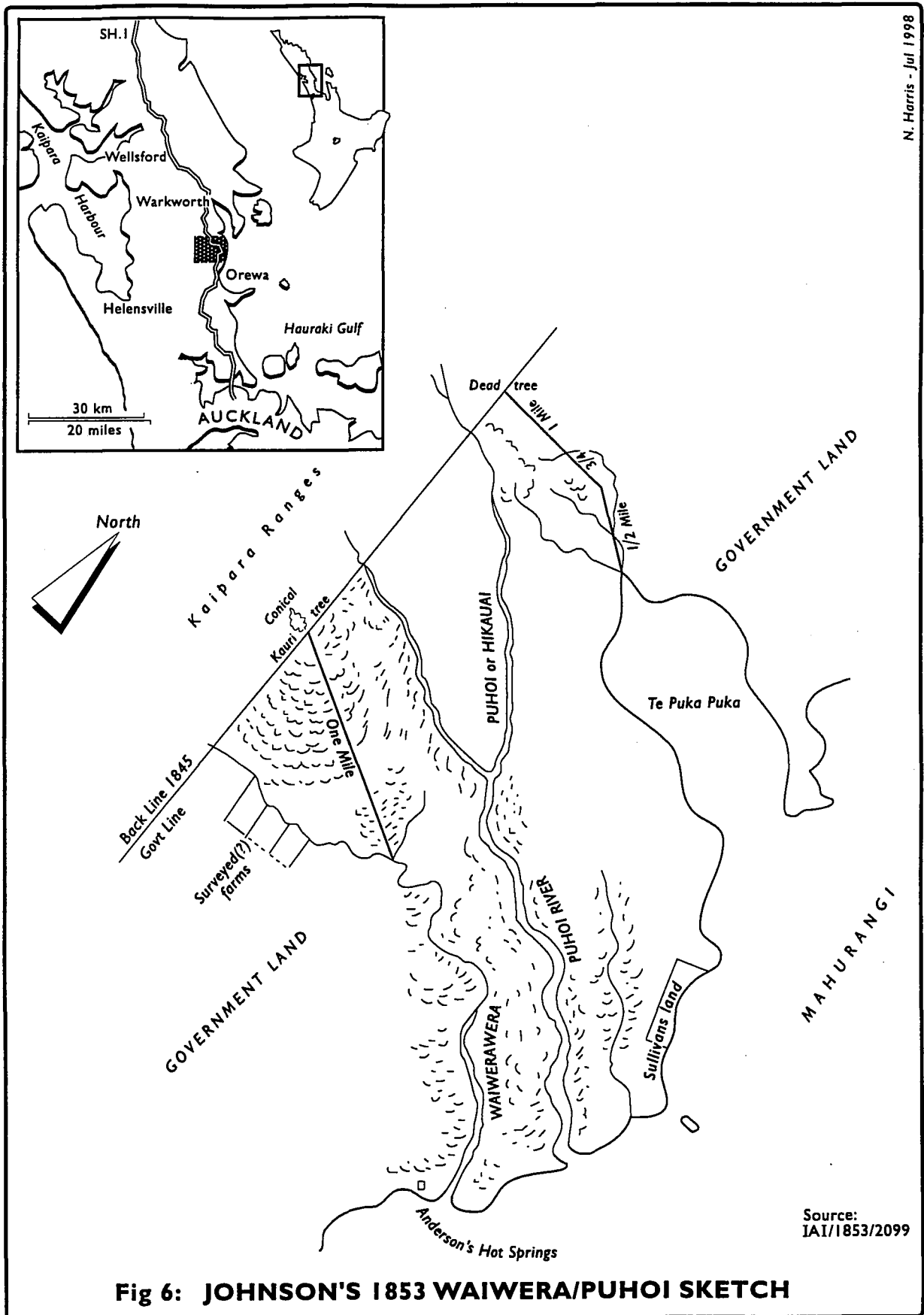
Although Te Hemara did not sign the 1 November deed, Johnson previously investigated his interests in the Waiwera-Puhi area after Ngati Whatua and Ngati Rongo began to obstruct European sawyers there. Ligar reported in August that 'Heimona, Reweti Te Peta and others', who were apparently Ngati Whatua 'natives of Mahurangi' obstructed J Anderson of Waiwera 'cutting timber under licence on Crown Land'. He considered their actions 'unjustifiable' in that they 'consented to forgo any claims on the said land, if a reserve was allowed to them in the vicinity.' Ligar and Nugent agreed to the reserve (probably in January 1852) 'and we could not anticipate this sudden breach of their engagement'.<sup>19</sup>

To resolve this situation, Ligar recommended that John Johnson be sent to Mahurangi to settle the matter. Johnson reported on 3 September he had succeeded in resolving 'the question

---

<sup>18</sup> Mahurangi deed 1 Nov. 1853, AUC 85. Bold type refers to printed text. Te 'Hemara's Reserve' and Parihoru's 'Portion', plus the reserved area east of the Millon-Skelton claim, are shown on the plan which was drawn on the back of the deed.

<sup>19</sup> Ligar to Col. Sec. 14 Aug. 1853, IA 1/1853/2099



of the Mahurangi reserve . . . on the same terms as agreed to by the Natives' with Nugent and Ligar 'last Summer'. He apparently won Maori cooperation partly because he found they had 'turned off' another group of European sawyers 'working at the head of the Puhoi river . . .'. Johnson satisfied himself this group were cutting timber on Maori land, and he apparently demanded that they pay Maori 'for using their timber'. Johnson sketched the northern and southern boundaries of the Waiwera/Puhoi reserve 'to the back line of the block formerly cut'. He enclosed a detailed sketch map showing the 'Back Line' or 'Govt. Line' as having been created in 1845. The areas north of Puhoi and south of Waiwera (including 'Andersons [sic] Hot Springs' at its mouth) were both labelled 'Government Land' (see Figure 6: Johnson's 1853 Waiwera-Puhoi sketch).<sup>20</sup>

Only days after the Crown paid Parihoru, Ngati Whatua were knocking at the door in Auckland. Haimona Pita complained that although 'my father Parihoru' (probably a translation of *toku kaumatua*) had been paid for Mahurangi, 'my finger has never touched a copper . . .' He was aware that Hauraki chiefs had received a second payment 'although', he insisted, 'the Land does not belong to them'. He addressed the Crown as 'the owner of the land . . .'<sup>21</sup> In explanation of Haimona's claim, Johnson wrote that after Hauraki 'sold their rights' to Mahurangi in 1841, 'the Nga Puhi came forward . . . [presumably referring to Pomare] — their claim was also extinguished over the whole — next came those who derived their claim by inheritance' or ancestry. Haimona's family from Kaipara claimed the area between Te Weiti and Orewa. Johnson found, however, 'that their claim was extinguished in March 1844 by payment of a hundred blankets valued at £42.10.0'.<sup>22</sup> Despite Johnson's claim that the Crown had paid off Ngati Whatua, Grey authorised a further £10 payment to Haimona and £29 to Te Ara Tinana for their Mahurangi claims, as recommended by Nugent.<sup>23</sup> The Crown then documented this

---

<sup>20</sup> Johnson to Nugent 3 Sept. 1853, IA 1/1853/2099. Both Native Secretary Nugent and Colonial Secretary Sinclair approved Johnson's actions. Nugent to Col. Sec. 7 Sept. 1853 IA 1/1853/2099

<sup>21</sup> Haimona Pita to Governor 3 Nov. 1853, IA 1/1853/488. The original Maori letter is not on file. Crown officials often mistakenly translated *kaumatua* as father, when it should be translated as elder.

<sup>22</sup> I've been unable to document this March 1844 payment to Ngati Whatua, which apparently preceded the April 1844 payment to Ngati Whanaunga for Te Tumu a Waitai, the area originally reserved for Hauraki. Johnson to Nugent nd., IA 1/1853/488

<sup>23</sup> Grey to Sinclair 5? Nov 1853, IA 1/1853/488

payment with a 7 November 1853 deed with the same printed form used for Parihoru. It read:

now the Ara and Haimona Pita the owners of the Land described . . . give up and make over this Land to Victoria . . . this Land and all thereto belonging *na ko Te Ara raua ko haimona Pita nga tangata i te kainga e tuhituhia . . . ka hoatu nei, ke tuku atu nei ki a Victoria . . . i tana whenua me nga aha iho, aha noa iho o tenei kainga . . .*

The largely handwritten boundary description read:

the Boundaries are these being the final unreserved giving up of Mahurangi . . . bought many years ago beginning at Takapuna and on to the Arai . . . *ko ona koia rohe enei ko te tukunga rawa tanga o Mahurangi—ara o te whenua i hokona i mua—ka timata i Takapuna—a haere tonu ki te Arai . . .*<sup>24</sup>

Unlike the November 1853 Parihoru (or Kawerau) and Haimona (or Ngati Whatua) deeds, the Hauraki deed dated 5 January 1854 was entirely handwritten, like the original 1841 Hauraki deed. As discussed above, the document evidently had its genesis at a meeting of chiefs in Auckland on 5 January 1853 when the Crown made the first 15 payments. All of these were £5 payments, except for Taraia who received £20. Leading Ngati Tamatera/Maru chief Taraia Ngakuti Te Tumuhia's presence at that meeting, and his position as the major signer of the subsequent deed, indicates that Hauraki's interests in Mahurangi involved all four major Hauraki tribes (Ngati Maru, Ngati Paoa, Ngati Whanaunga and Ngati Tamatera), and not just Ngati Paoa.<sup>25</sup> Although all four tribes featured in the original 1841 transaction, subsequent Hauraki deeds invariably mention only Ngati Paoa as though the other tribes were not involved in Mahurangi. Taraia's role in 1853 and 1854, and subsequent Te Tawera involvement at Kawau and Omaha, justifies continued reference to the broader Hauraki, rather than the narrower Ngati Paoa, presence in Mahurangi.<sup>26</sup>

The Hauraki deed wording closely resembles that used in the 1853 Haimona (Ngati Whatua) boundary description. Both described the boundary as beginning at Takapuna and ending at Te Arai, and both referred to the 1841 transaction as '*i hokonga i mua*'. The 1853 Parihoru deed referred neither to the 1841 transaction, nor to Takapuna and Te Arai. Although

<sup>24</sup> Printed form text in bold. Although Turton refers to this deed as 'Mahurangi Block (Haimona's Claim)', the original cover sheet refers to it as 'Extinguishment of Native Claims, Mahurangi, £30, 7 Nov. 1853', AUC 115 (TCD I: 256-257)

<sup>25</sup> See Angela Ballara's entry on Taraia in DNZB I: 427-428.

<sup>26</sup> Te Tawera were a Ngati Pukenga/Ngati Whanaunga related group with Tauranga and Hauraki connections. Their Hauraki base during the mid 19th century was the Manaia area south of Coromandel harbour.

the Hauraki deed bears the 5 January 1854 date, as already discussed the major payments appear to have been agreed to a year earlier. Six other signatories also added their names later (on 17 January 1854) on the back of the original deed, alongside the plan.<sup>27</sup>

The three major 1853-1854 Mahurangi transactions attempted to deal with 'unextinguished' tribal interests as expeditiously as possible. Hauraki, Ngati Whatua and Parihoro's interests, however, represented less than all the groups with a legitimate stake in Mahurangi land. The key group missing was that led by Te Hemara Tauhia. His group could be described as both Ngati Rongo and Kawerau, and it was particularly well established in the Waiwera/Puhi area.<sup>28</sup> This was the area described in the Parihoro plan as 'Hemara's Reserve', but Te Hemara had not signed any Crown purchase deeds before 1854.

### **1854 Wainui and Ahuroa purchases**

Although the Crown attempted to extinguish all general tribal claims to Mahurangi during 1853 and 1854, specific individual claims kept coming in. In mid 1854, for example, McLean offered Kereihi of Orakei £100 'for her claims to a piece of land at Mahurangi. . .'.<sup>29</sup> Johnson now sought to purchase defined areas within, or overlapping, the original Mahurangi purchase boundaries. He concentrated on the areas immediately to the north and south of 'Hemara's Reserve'. He described the northern area as the 'Kaipara Flats' (to become part of the 1854 Ahuroa-Kourawhero Crown purchase). There Maori complained 'that the settlers were pushing beyond the boundaries of the Government Block, and upon the land offered for sale'.<sup>30</sup> The Ahuroa-Kourawhero boundaries were west of the 1845 'Government Line', but settlers and

---

<sup>27</sup> Turton titled the deed 'Mahurangi Block (Ngatipaoa Claims)', but on the original it is described merely as 'Mahurangi Deed', AUC 65 (TCD I: 257-258)

<sup>28</sup> For a useful background to the history of this area, see Graeme Murdoch's historical section of the 1995 Wenderholm Regional Park Management plan (available from the Auckland Regional Council) pp. 44-52

<sup>29</sup> McLean to Johnson 20 June 1854, Turton Epitome C141-142. She told McLean that Grey had promised her a horse as well.

<sup>30</sup> Johnson to Col Sec 30 Mch. 1854, AJHR 1861 C-1 p. 52



sawyers had every reason to believe that the eastern portion was within the originally described western watershed boundary (see Figure 7: Sketch of coastal land; Cape Rodney to Orewa). Thus, the glaring inconsistency between the 1841 Mahurangi boundary description and the 1845 survey line became a source of embarrassment for the Crown.

Further south, writing from 'Hot Springs' (Waiwera), Johnson reported an £800 offer for the 'Wainui' area from 42 named 'descendants of the ancient Kawerau tribe'. He described this area as 'immediately behind that part of the Mahurangi Block' between Orewa and Waiwera. Because it contained 'the most magnificent kauri forest' intersected with cultivable land, and because of its proximity to Auckland 'in the direct track of the proposed Northern road through Mahurangi to the Bay of Islands', Johnson strongly recommended purchase.<sup>31</sup>

In the event, Johnson concluded both the Ahuroa-Kourawhero and Wainui negotiations on the same day, and almost certainly at the same place. From the meagre available evidence, it appears that the deeds were both signed at Mahurangi town (near the later site of Warkworth).<sup>32</sup> As may be expected, the wording of the two deeds was virtually identical. Both were entirely handwritten on the same lined paper. The transaction description of both deeds read that the:

Chiefs and Freeman of the Kawerau . . . *nga rangatira me nga tangata o te Kawerau* .consent to sell and fully give up a certain portion of our land to the Queen . . . for ever . . . *ka whakaae nei matou kia hokoa, kia tukua rawatia, tetei wahi o to matou whenua kia te Kuini . . . ia ake ake ake*.  
All our interest in this land has ceased:- wherefore we forsake and fully give up this portion of our land, which descended to us from our ancestors, with its rivers, lakes, waters, cultivations, stones, cliffs:- all above and all below this land which we have fully given up to Victoria . . . for ever . . . *Kua oti o matou whakaaro katoa, mo tenei wahi koia ka whakarerea, ka tukua rawatia tenei wahi whenua o matou tupuna i homai ki a matou, me ona awa, roto, wai, mara, pari, ko whatu, aha noa iho, i runga, i raro i te whenua, kua tukua rawatia kia Wikitoria . . . ia ake tonu atu . . .*<sup>33</sup>

Other features of the two deeds which stand out are the fact that about four out of the twenty-one signers of the Wainui deed also signed the Ahuroa deed, although the names recorded

<sup>31</sup> Johnson to McLean 3 June 1854, Turton Epitome C141

<sup>32</sup> Johnson to McLean 22 June 1854 AJHR 1861 C-1, p. 57 Johnson wrote this report (on the day of the deed signings) and two previous June reports, from Mahurangi town.

<sup>33</sup> The English is from a translation (which McLean certified as 'true') of the Wainui deed 22 June 1854, AUC 109 (TCD I: 258-259). No translation accompanied the Ahuroa-Kourawhero deed 22 June 1854, AUC 402 (TCD I: 260-261)

for them in each document differ slightly. Thus, Arama Karaka (apparently Arama Karaka Haututu of Te Uri o Hau and Ngati Manuwhiri) has 'Manuatohoro' recorded with his name in the Wainui deed, and 'Maunga Tahoro' in the Ahuroa deed. This apparently referred to the prominent landmark Maungatauhoro between the Waiwera and Puhoi river estuaries (see Figure 7: Rodney to Orewa). Although Maungatauhoro (now within Wenderholm Regional Park) was part of 'Hemara's Reserve', Karaka evidently considered his association with it to be grounds for its inclusion beside his name in both the Wainui and Ahuroa transactions. Te Hemara Tauhia headed the list of Wainui signers (something Turton missed), but his name did not appear on the Ahuroa list. Instead, his nephew Hemara te Huia's name appeared at the bottom of the second deed.<sup>34</sup>

The Wainui boundary description indicates the extent to which survey terminology was beginning to enter into deed language, in spite of how this must have been almost incomprehensible to Maori. This description stated:

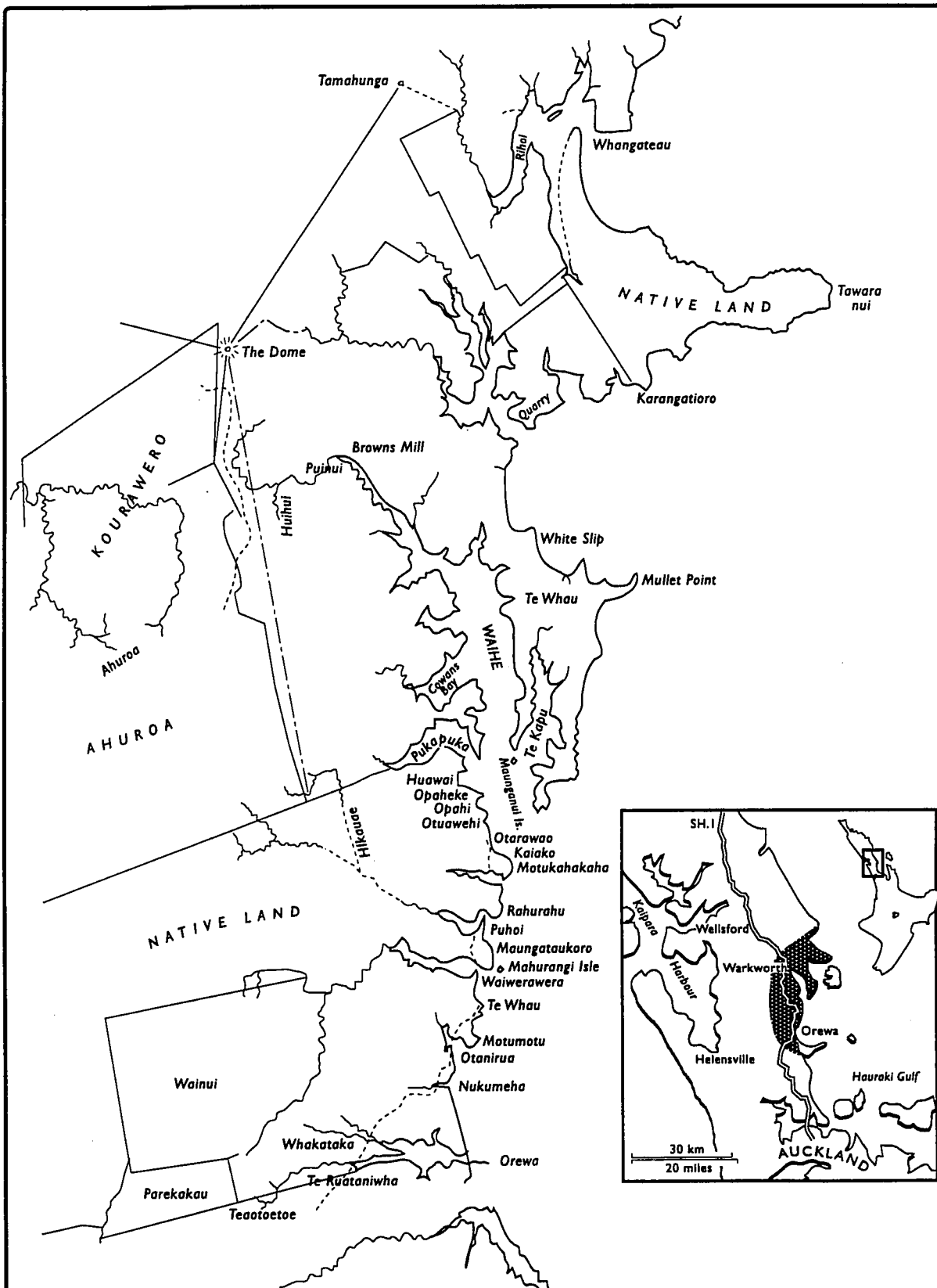
Commencing at the white mark on the bank of the river at Orewa, thence [west] along the ridge between Pukekohe and Ahitoetoe . . . thence northwards to the back of Paramene's sawpits and down to the branch of the Wainui . . . thence in an easterly direction along the survey line N. 70E E to the Kauri tree which was marked at Waiwerawera and joins to Waru's line . . . *ka timata ki te maka ma ki runga ki te paringa awa ki Orewa ka haere tika tonu ki te Taukaka ki waenga o Pukekohe o te Ahitoetoe . . . ka anga ki te hauraro ka puta ki tua a nga wapu kani rakau o Paramene ka marere ki te hiku o te Wainui . . . ka anga ki te marangai I runga I te raina N. 70E E. ki te kauri I tohutohungia ki Waiwerawera a ka hono ki te raina o te Waru . . .*

The area could have been much more simply defined as that between the Orewa and Waiwera rivers. Significantly, the surveyed western boundary did not conform to the 1845 'Government Line' (which was intended to serve as the eastern Ahuroa-Kourawhero boundary). This western boundary went almost as far as Kaukapakapa, well west of the original 1841 watershed (see Figure 7: Rodney to Orewa).

Neither the Wainui nor the Ahuroa deeds were accompanied by plans. Although conclusive evidence is lacking, both were apparently surveyed after June 1854. If this was the

---

<sup>34</sup> Turton made several transcription mistakes with the names attached to the Wainui and Ahuroa deeds. He spelt Te Hemara 'Hererara' in the Wainui deed, and Te Kiri Kaiaparaoa 'Kirikaiparaoa' in the Ahuroa deed. AUC 109, 402 (TCD I: 258-261)



**Fig 7: SKETCH OF COASTAL LAND:  
CAPE RODNEY TO OREWA, ca 1849**

Source:  
McLean papers ATL

case, Maori would have been unaware of the acreage, and price per acre involved. According to Turton, Wainui was 13,300 acres (for which Maori received £800), and Ahuroa-Kourawhero was 14,867 acres (for which Maori received £1200).<sup>35</sup> Thus, Wainui vendors received 1/2d per acre, and those for Ahuroa-Kourawhero 1/7d. While this was considerably more than the 8d per acre paid to Pakiri South vendors in 1858, Maori could not determine unit prices without knowing the acreage of each transaction in 1854. Without any unit price comparison, could any price be considered 'fair'?

Both the Wainui and Ahuroa boundaries described in the deed followed natural land marks with some exceptions. The northeastern Wainui boundary was partly 'the survey line N. 70° E', and partly 'Waru's line', while the eastern Ahuroa-Kourawhero boundary, like the 1845 'Government line' proceeded from 'the conical hill' in the north along 'the boundary of the first Mahurangi purchase'. According to the Rodney to Orewa sketch map, and to later cadastral maps, the boundaries of both purchases were largely surveyed straight lines, despite the deed references to the contrary. Furthermore, the Ahuroa-Kourawhero eastern boundary, which was supposed to follow the 1845 line due south from the conical hill, diverged from it at most points. This divergence is clearly visible on the Rodney to Orewa sketch which shows the 1845 boundary as a broken line.

The boundary irregularities at Ahuroa-Kourawhero may have been due in part to the fact that European settlement around what became Warkworth had already begun prior to the 1854 purchase. These settlers apparently leased land and timber from Maori. In early June Johnson explained that the alternative to purchase was 'breaking off negotiations and prosecuting parties under the Land Purchase Ordinance' to save the Crown £200-300. This, however, would have delayed a satisfactory resolution of the problem of illegal leasing and it would have incurred 'the odium' of both Maori and Europeans. By paying out the extra money (which amounted to £300 for the three 1853 Mahurangi purchases, but with an additional £1200 paid out for Ahuroa-

---

<sup>35</sup> Turton gave these as 'actual' (as opposed to 'estimated') acreage figures in his 'Index to Maori Deeds' without indicating the source. TCD I: vii

Kourawhero), he believed he had enabled the Crown to begin reaping the rewards from on-selling the land to settlers.<sup>36</sup> Johnson reported how, prior to the purchase, he camped:

on the back line of the old Mahurangi purchase, about two miles westward of the [Warkworth] mill, and on the fork between the two rivers, which is the spot marked by the Natives as the boundary of the Govt. land.

There he took 'compass bearings of the north and west boundary of the block'. He also looked forward to how the area would eventually be opened up 'by the proposed Northern road. . . developed by the energy of the settlers'.<sup>37</sup>

In addition to having to accommodate pre-purchase leasing, Johnson also had to recognise Ngati Whatua interests, particularly at Wainui. Both Arama Karaka and Paora Kawharu were involved in Wainui negotiations.<sup>38</sup> Although Kawharu did not sign the deed, Johnson reported that a portion of the purchase price was set aside 'to appease the jealousy of the Ngatiwhatuahas'. He maintained that this 'entirely set at rest any apprehension which may have existed of uneasiness in that quarter'.<sup>39</sup>

The absence of plans related to deeds, and the probability that surveys followed rather than preceded the execution of the deeds, perhaps explains the flurry of Crown survey activity in mid-Mahurangi during the second half of 1854. In August Surveyor General Ligar proposed the stationing of a Government survey office in the area. He indicated that settlers inspecting properties 'should have every facility afforded to them of refering [sic] to maps and to prior applications' for land.<sup>40</sup> Charles Heaphy was appointed to be the first resident Crown surveyor, based near what became Warkworth. During what appears to have been almost six months' service there, Heaphy even planned the route of the 'Great North Road' along the almost

---

<sup>36</sup> Johnson to McLean 12 June 1854, McLean papers f.354

<sup>37</sup> Johnson to McLean 17 June 1854, AJHR 1861 C-1 pp. 55-56 'I fully concur in the reasons adduced by you for making this purchase. . . The right of road through the Native land you allude to should be stipulated for by yourself in whichever way you consider most conducive to the interests of the public'. McLean to Johnson 19 June 1854, AJHR 1861 C-1 p. 56

<sup>38</sup> Johnson to McLean 3 June 1854, Turton Epitome C141-142

<sup>39</sup> Johnson to McLean 22 June 1855 [sic - 1854], Turton Epitome C142

<sup>40</sup> Ligar to Col. Sec. 16 Aug. 1854, IA 1/1854/2680

mythical western watershed line of the 1841 purchase.<sup>41</sup>

Heaphy apparently finished his Mahurangi surveys in May 1856 when Ligar forwarded a 'Plan of Mahurangi for transmission to the [Provincial] Waste Land Board . . .'<sup>42</sup> This Mahurangi plan may well have been the one lodged in the McLean papers as a Rodney to Orewa sketch (Figure 7: Rodney to Orewa).

### **Mahurangi Reserves**

This Rodney to Orewa sketch map showed the areas claimed by Te Hemara Tauhia at Waiwera-Puhoi, and by Parihoro at Matakana-Tawharanui, not as 'Native Reserves', but as 'Native Land'. Nonetheless, Crown references to Mahurangi reserves continued.

As early as 1846 Protector Clarke named 'a reserve near Waiwerawera made for the Chief Hemara, and his dependents . . . ' which Johnson believed had been arranged with Hobson.<sup>43</sup> Native Reserves featured in Grey's general Crown purchase policy prior to 1853. He wanted 'to extinguish absolutely the native title to the tract purchased, but to *reserve* an adequate portion for the future wants of the natives . . . [emphasis added].'<sup>44</sup> Grey's Native Secretary, Nugent, instructed Johnson to examine 'the nature and extent of the Native claims to the Mahurangi and Matakana District, [and] the limits into which their *reserves* could be confined, and the relative extent of those *reserves* compared with the rest of the block [emphasis added]'.<sup>45</sup>

When Ligar and Nugent sent Johnson to investigate the Waiwera timber disputes in August 1853, they maintained that Ngati Whatua had earlier 'consented to forgo any claims' there, in return for the Crown creating a Native Reserve. Johnson, therefore, effectively created

---

<sup>41</sup> Reader Wood (Asst. Surveyor General) to Col. Sec 12 Apr. 1855, IA 1/1855/1792

<sup>42</sup> Ligar to Col. Sec. 7 May 1856, IA 1/1856/1633

<sup>43</sup> Clarke minute 24 April 1846, Ligar minute nd., 24 April 1846, IA 1/1846/475; Johnson to Native Sec. 24 Feb. 1852, Turton Epitome C139

<sup>44</sup> Grey to Grey 15 May 1848, BPP 1849 (1120) pp. 24-25

<sup>45</sup> Quoted in Johnson to Native Sec. 24 Feb. 1852, Turton Epitome C139

the Waiwera/Puhi reserve by sketching it for his superiors in the following month (see Figure 6: Johnson's 1853 Waiwera/Puhi sketch). To Johnson this resolved 'the question of the Mahurangi reserve . . . on the same terms as agreed to by the Natives' with Nugent and Ligar 'last Summer [emphasis added]'.<sup>46</sup> Likewise, in explaining the 'cogent reasons' for the 1854 Ahuroa-Kourawhero purchase, Johnson stated that 'the descendants of the Kawerau and Ngaitahu[hu] who are the *roots of the soil* were not directly treated with at all, and were, at that time [1841], too obscure, and persecuted by their more powerful neighbours, to urge their own cause [emphasis in original]'. He explained how Ngati Rongo and Kawerau continued to reside

on their land which had been sold to the Queen. Hemara taking possession of a part of Mahurangi, and Parihoro, in a similar way, a portion of Matakana. Notwithstanding that ample *reserves*, and also a small money payment, have been lately granted to satisfy these men, they still waited the opportunity of obtaining some further payment for the lands of their tribe [emphasis added].<sup>47</sup>

Within the Ahuroa-Kourawhero purchase boundaries, Te Kiri Kaiparaoa agreed to repurchase 40 acres at 10/- per acre, and to have this amount [£20] deducted from the purchase price. Johnson justified his inclusion of this reserve provision in the 1854 deed, even though he admitted that it was 'irregular'. He believed that by getting Te Kiri to pay for his reserve he established a 'very important' principle in Mahurangi 'where the sellers of land are so fond of making reserves, which are very inconvenient to the settlers, when they can do so without paying for them . . .'.<sup>48</sup>

Despite this documentation of Mahurangi reserves created in 1853 and 1854, none of them featured in any general report of Native Reserves during the 1850s and 1860s. In response to an October 1854 House of Representatives request for information about Native Reserves, Ligar stated 'that in the Province of Auckland there are no Native Reserves in the sense alluded to'. Apparently, the 'sense alluded to' was that of endowment reserves, such as those administered by Crown-appointed trustees elsewhere. Ligar went on that in Auckland the Crown

---

<sup>46</sup> Ligar to Col. Sec. 14 Aug. 1853, Johnson to Nugent 3 Sept. 1853, IA 1/1853/2099

<sup>47</sup> Johnson to McLean 10 June 1854 AJHR 1861 C-1 pp. 54-55

<sup>48</sup> Johnson to McLean 22 June 1854, AJHR 1861 C-1 p. 57. Te Kiri's reserve was a wahi tapu. Johnson to McLean 16 Oct. 1854, AJHR 1861 C-1 p. 60

had provided 'ample reserves' within purchased areas for Maori 'use and occupation'. These areas remained in Native title, but there was 'a growing desire among the Natives, that these isolated portions of land should be granted to them . . .'<sup>49</sup> Ligar's first full return of Native Reserves for Auckland Province included none of the Mahurangi reserves, probably because they were not endowment reserves.<sup>50</sup>

Nonetheless, Johnson recognised the existence of Mahurangi reserves when he reported the following year that even though Mahurangi Maori had 'sold nearly all their lands', they were 'located on two *ample reserves* with defined boundaries which they have set aside for their use [emphasis added]'.<sup>51</sup> When McLean replaced Johnson with Rogan in early 1857, he went to considerable lengths to instruct the new Mahurangi purchase commissioner that he was

to take care that *ample* and eligible *reserves* are made for the use of the Natives, the selection, number and extent of which must be determined by the wishes of the vendors themselves, and your own discretion [emphasis added].<sup>52</sup>

The fact that the Crown recognised the need for Mahurangi Native Reserves, but failed to define them adequately by survey, only created problems for the future.

How ample these reserves were depends in part on how many Maori lived in Mahurangi during the 1850s. Unfortunately, we simply do not know the answer to this question. FD Fenton's 1857 census apparently grouped Mahurangi Maori with those living in 'Lower Kaipara'. It is impossible to disaggregate his figures.<sup>53</sup>

### **Pakiri South purchase 1857-1858**

The most serious problem arising from the Crown's failure to adequately define Mahurangi reserves in 1853 and 1854 affected the area of Parihoro's Matakana/ Tawharanui

---

<sup>49</sup> Ligar to Col. Sec. 10 Nov. 1854, IA 1/1855/2662.

<sup>50</sup> Ligar to Col. Sec. 15 Aug. 1855, IA 1/1855/2662

<sup>51</sup> Johnson to McLean 1 Nov. 1856, AJHR 1861 C-1 pp. 68-9

<sup>52</sup> McLean to Rogan 31 Jan. 1857, Turton Epitome C101

<sup>53</sup> Fenton recorded 490 Maori living in Lower Kaipara in his table entitled 'Province of Auckland'. FD Fenton, *Observations of the State of the Aboriginal Population of New Zealand* Government Printer, Auckland, 1859 (unpaginated).



reserve. Johnson had won Parihoru's cooperation in these years, partly in an effort to sustain his Whangarei Crown purchases in the face of concerted opposition from the erstwhile followers of Hone Heke. In March 1854, Johnson reported how Parihoru and Mate (from Puatahi) had accompanied him to Whangarei from Kaipara and Mahurangi to help Tirarau to 'overcome these obstacles'.<sup>54</sup> McLean reported in 1855 that Mate, Te Kiri and Te More offered 'to dispose of their land at Whangarei, Pakiri and other places'. He instructed Johnson to investigate 'the extent and validity of those claims, in order that an early adjustment of them may be effected. . .' Johnson examined Mate's Whangarei claims (which he estimated to be 8-10,000 acres). Mate, however, peremptorily rejected the Crown's £1,000 offer. Johnson predicted accurately that 'this unforeseen termination of these negotiations will no doubt prevent Kiri and More offering their lands at present'.<sup>55</sup>

By 1855 Johnson's Whangarei purchases had extended almost as far south as Te Arai Point. McLean was not one to forget offers that would, on the surface at least, close the gap between Mahurangi and Whangarei. The 'Pakiri No. 2' deed eventually signed in 1858 revealed that McLean had prepaid Maori £270 on 12 March 1857, apparently during his tour of Whangarei and Kaipara that same month.<sup>56</sup> McLean appears to have personally intervened in Mahurangi, perhaps to show his new commissioner Rogan how it should be done.

In his report to the Governor, McLean praised the commercial potential of both Kaipara (in which he included Mahurangi) and Whangarei. He saw the Waipu Nova Scotians as the ideal type of settlers for developing this potential. The anticipated Panama Steamers would also stimulate commercial development. He alluded to Maori dissatisfaction with the low purchase prices paid. He believed this could be allayed by increased roading expenditure (which should be advertised in the *Maori Messenger*). He stressed the importance of an accurate Maori census, and the appointment of cooperative chiefs as Assessors to assist with the administration of justice

---

<sup>54</sup> Johnson to Col. Sec. 20 March 1854, AJHR 1861 C-1, pp. 47-48

<sup>55</sup> Johnson to McLean 20 Oct. 1855, AJHR 1861 C-1 p. 68

<sup>56</sup> Pakiri No.2 deed 1 March 1858, AUC 111 (TCD I: 261-262)

and local government. This he believed would 'reconcile the Natives to our forms of government . . . [and] promote impartially the permanent advancement of both races . . .' Northland would then become a model of progress for Maori in other areas to emulate.<sup>57</sup>

Though McLean failed to mention the Pakiri South purchase in this dispatch, he obviously saw the entire area from Whangarei south as one of great potential. Browne, too, believed that McLean's proposal for Maori participation in the government of this area presented the Crown with an excellent opportunity to permanently improve 'Native districts'.<sup>58</sup>

Immediately after the March 1857 prepayment, McLean arranged for Churton, a surveyor, to traverse the boundaries 'with some of the principal Chiefs. . .' He estimated the area under agreement at 38,000 acres. McLean informed Johnson unnamed local Maori 'agreed to alienate their claims to this block' for £1,070. He indicated that the full amount 'will be paid when the arrangements for the purchase of the lands situated between Pakiri and Te Arai on the North and Te Ngaere on the South have been completed'. McLean obviously believed that his purchase extended as far as Te Arai Point, but in this he was mistaken. He also insisted that 'the price for this large block is not to exceed 8d. per acre . . .' He regarded this as ample 'when it is considered that the whole of these lands have been previously paid for by the Government . . .' He concluded 'that the utmost economy should be exercised in making a payment to the few natives resident on the land, as I find on enquiry that they also participated in the payments made to Ngatipaoa and others'.<sup>59</sup> The fact that McLean saw the land as 'previously paid for' indicates that he treated the 1857 transaction as no more than an extinguishment of residual Native title.

Johnson reported the Pakiri or Pakiri South purchase in his early 1858 return. He listed 12 March 1857 when McLean paid £270 as the date of purchase, and the 'commissioner[s]

---

<sup>57</sup> McLean to Browne 20 March 1857, Turton Epitome A56-58

<sup>58</sup> Browne minute 27 April 1857, Turton Epitome A58.

<sup>59</sup> McLean to Johnson 21 March 1861 [sic - 1857] Turton Epitome C145; cited in Alemann, *Ngatiwhatua Tribal Area*, pp. 66-67

negotiating' as McLean and himself.<sup>60</sup> When Maori signed the deeds in Auckland on 1 March 1858, they signed the new printed forms with a plan inscribed on the left hand side, with Maori text in the middle, and English on the right hand side. Since the form became standard after 1857, the deed language committed to print is quite instructive. It started by describing the nature of the transaction as:

... a full and final sale conveyance and surrender ... *he Pukapuka tino tuku tino hoko tino hoatu whakaoti atu* ... [of] all that piece of our Land ... named Pakiri ... *ko taua wahi whenua katoa kei ko Pakiri te ingoa* ... with its trees minerals waters rivers lakes streams and all appertaining to the said Land or beneath the surface ... and all our rights title claim and interest ... as a lasting possession absolutely for ever and ever ... *Me ona rakau me ona kowhatu me ona wai me awa nui me ona roto me ona awa ririki me nga mea katoa o taua whenua o runga rarei o raro ranei i te mata o taua whenua me o matou tikanga me o matou take me o matou paanga katoatanga ki taua wahi* ... *e whakarite ai hei tino mau tonu ake tonu atu*.<sup>61</sup>

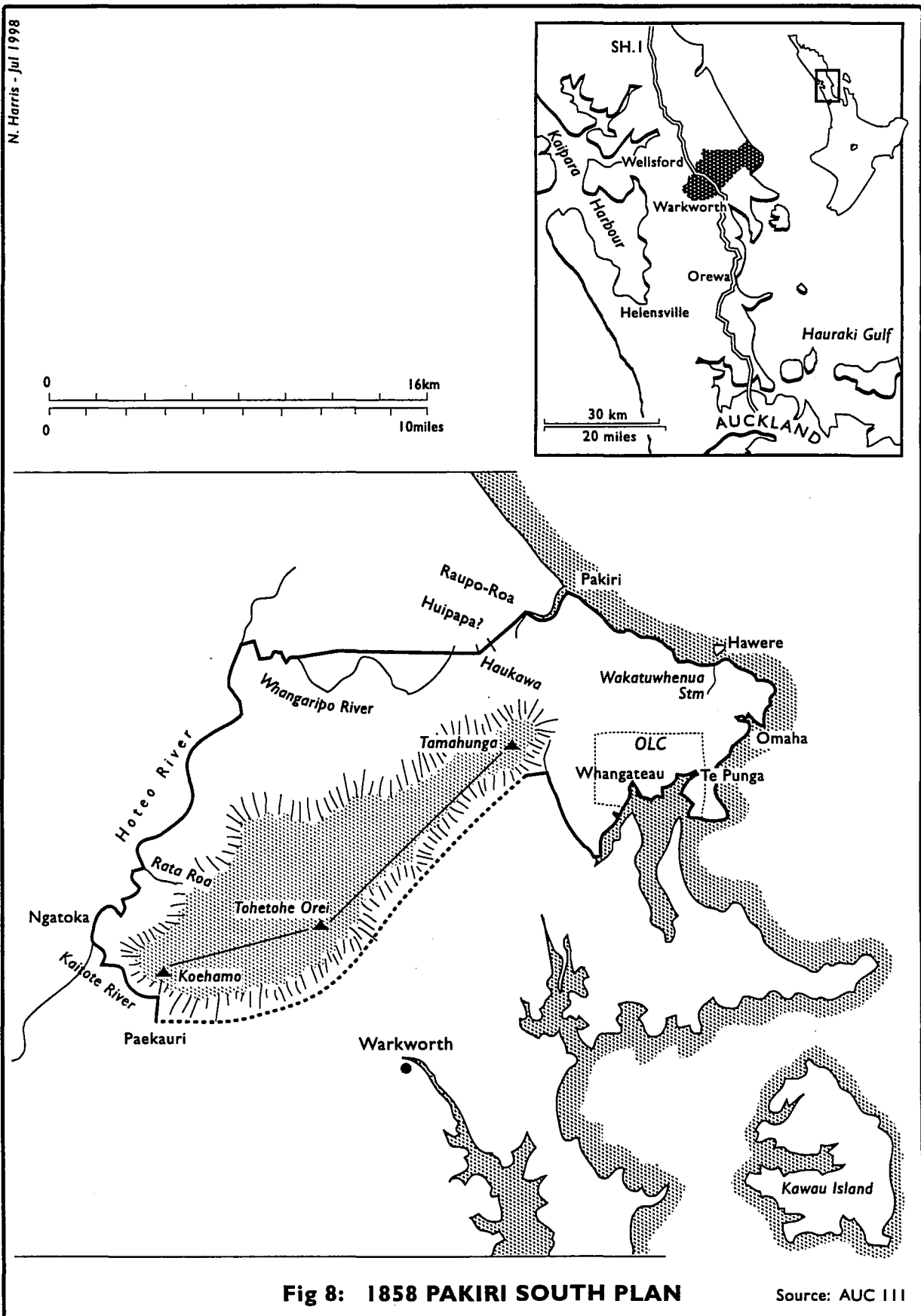
The printed form, therefore, introduced legal language designed to make Crown purchase transactions more comprehensive and complete than previously handwritten deeds recorded. Thus Parihoru's November 1853 agreement simply to 'sell this land to' the Crown (*te hoko i tenei whenua ki a Kuini*) became, in the new form, an absolute alienation of not only the land, but everything associated with the land including trees, water, and minerals. The boundary description was largely handwritten, as in the case of previous deeds, but the printed form referred to how a plan was annexed to the deed, thereby encouraging the Crown to produce the plan when executing the deed.

This, however, did not guarantee that the written boundary description conformed to the features shown on the plan. The Pakiri boundary description read:

**These are the boundaries of the Land commencing at Pakiri and running inland to Rauporoa, to Ohaukawa, and along the survey line of Mr Churton Hori te More and Kiri to Huipapa . . . to the Hoteo river and . . . on reaching Paekauri it runs along the boundary of the land sold to the Queen and on to . . . the Whangateau . . . thence along the coast to Te Ti and Omaha . . . The Island of Hawere is included . . .** *Ko nga rohe enei o taua whenua ki timata i Pakiri ka rere ki uta ki te Rauporoa ki Ohaukawa ke rere i te rohe vo te Tuatini (Churton) ratou ko Hori te More ko Te Kiri puta noa ki*

<sup>60</sup> Johnson to McLean 11 Feb. 1858, AJHR 1861 C-1 pp. 82-3. Turton referred to this as the Pakiri No. 2 purchase. The original deed title was simple 'Pakiri', and 'No. 2' was added later. Pakiri purchase deed 1 March 1858, AUC 111 (TCD I: 261-262).

<sup>61</sup> Pakiri purchase deed 1 March 1858, AUC 111. **Bold** text represents the printed text, while standard text was handwritten. This, of course, cannot be determined from reading Turton's version (TCD I: 261-262).



*Huipapa . . . pua noa ki te awa o Hoteo . . . ka tae ki Paekauri ke haere tonu i te rohe o te whenua kua hokona kia to Kuini. . . Ko te Motu ko Hawere e homai ana ki roto i enei rohe.*

The plan immediately adjacent to this shows that the original southern boundary running from Paekauri in the southwest to Whangateau as that of 'the land sold to the Queen' was incorrect. This incorrect southern boundary was shown on the plan as a dotted line, but the correction was omitted from the written boundary description. Instead of proceeding from Paekauri, the corrected southern boundary began at a peak called Koehama, then linked by a straight survey line to the Dome (Tohetohe-o-rei), and by another straight survey line to Tamahunga (later to become famous in the 1864 Kawau incident). Although Crown officials made the correction clear in the plan, they failed to correct the deed description to make it consistent with the plan (see Figure 8: 1858 Pakiri South plan).<sup>62</sup>

Other features of the deed invite comment. It indicated that Te More and Te Kiri traversed the northern boundary with Churton in 1857. Te Hemara featured among the 1858 signatures, but although he signed for Wi, Hori Kingi, and Paikea (of Te Uri o Hau), he did not sign for himself. The entire document was, unlike the 1854 Wainui and Ahuroa deeds, signed on behalf of 'Te Uri o Katea and Ngatirango'. 'Ngatirango' was probably the group today known as Ngati Rongo, whom Graeme Murdoch described as being 'intimately related' to the Kawerau principals who had signed the Wainui and Ahuroa deeds. Te Hemara Tauhia was as much Ngati Rongo as he was Kawerau, but he described his Kawerau ancestors as 'the original proprietors of the soil' in mid-Mahurangi.<sup>63</sup> While Te Hemara lived at Waiwera-Puhoi during much of the 1850s and 60s, the other two principals, Te Kiri Kaiparaoa and Hori te More, appear to have lived at Omaha (within the purchase area) and at Waitangi (near Kaukapakapa) during the same period.<sup>64</sup> Although the principals of the Pakiri transaction were all related to Ngati Whatua, and today Ngati Rongo is considered a hapu of Ngati Whatua, the 1858 Pakiri transaction ultimately led

<sup>62</sup> Pakiri plan, AUC 111. Although this plan is inscribed on the deed dated 1 March 1858, the discrepancies between the plan and the deed boundary description invite speculation on whether the plan was inscribed after the execution of the deed.

<sup>63</sup> Quoted in Wenderholm Regional Park Management Plan (Oct. 1995) p. 45; Pers. comm. Graeme Murdoch 24 Nov. 1997

<sup>64</sup> Te More signed the Pakiri deed for Panapa, and Te Kiri signed for Te Puhipi and for his brother, Te Urunga. Other signers included Arama Karaka Haututu, Hone Waiti, and Makaore (or Ponui from Puhoi). See 1 March 1858 deed, AUC 111.

Te Kiri, in particular, away from his Ngati Whatua connections. As previously mentioned, today the Rahui te Kiri marae at Omaha (named after Te Kiri's daughter) is considered to be Ngati Wai.

Although McLean negotiated the Pakiri purchase 'in situ' during early 1857, he was apparently absent from Auckland in March the following year when the signers collected the balance of the payment. Rogan, who witnessed the deed signing, reported to McLean from Auckland:

We have had the entire mob of Ngatiwhatua with te Heremaia [Hemara?], te Kiri and all the Pakiri claimants who are now enjoying their £800 — which Smith [McLean's assistant] paid them a few days ago.<sup>65</sup>

Maori must have enjoyed their money in the absence of information of how much land they had sold. Nothing on the plan or in the deed indicated total acreage. Yet price per acre was an essential part of McLean's purchase strategy. On 21 March 1857, McLean indicated that Pakiri's price should not exceed 8d per acre. He maintained that Te Kiri and Te More 'participated in the [earlier] payments made to Ngatipaoa and others', and therefore did not deserve more.<sup>66</sup> The written record is silent on whether this was ever explained to Maori. In all likelihood it was not. During the following year, Rogan was able to congratulate McLean in the following terms:

By the way you got that Pakiri block at a ridiculously low price [;] the Kauri alone is worth 20 times the sum paid by the Government. McMillan has a saw mill at work there and will do well.<sup>67</sup>

### Omaha dispute 1858-1861

Although Rogan could gloat over how McLean got Pakiri at a bargain basement price, this purchase engendered a long running boundary dispute at Omaha, the area of Te Kiri and Te More's kainga. Although the 1858 deed contained no reserve provisions, Maori continued to live at Omaha. Te Kiri stated to McLean within months of the deed signing that during Churton's survey 'he objected to include Omaha in the boundary; and that he prevented' Churton from 'using a survey chain on that part of the lands he wished to retain'.<sup>68</sup> Rogan reported that 'Old

---

<sup>65</sup> Rogan to McLean 6 March 1858, McLean papers f.540

<sup>66</sup> McLean to Johnson 21 Mch. 1861 [sic - 1857] Turton Epitome C145

<sup>67</sup> Rogan to McLean 24 June 1859, McLean papers f.541

<sup>68</sup> McLean to A Churton 30 Aug. 1858, Turton Epitome C142-3

Kiri' gave him 'a great deal of trouble about Omaha' before he investigated the grievance in 1859.<sup>69</sup> Rogan identified a 668 acre disputed area near Omaha. He offered to exchange this area for 5 acres of township land, but Te Kiri 'said he would not accept from the Government land which belonged to himself. . .' Having failed to negotiate a settlement, Rogan concluded that:

I am inclined to think that the large reserve which Kiri now claims was an afterthought of his, although he seems quite clear that he never alienated this portion of the block.<sup>70</sup>

Again, in 1861, Rogan attempted to settle with Te Kiri. By then Te Kiri insisted only on retaining 10 acres of Whakatuwhenua [Cape Rodney] coastal land, and a 163 acre Omaha reserve. He was 'determined to hold [this land] for his own and his friend's use'. Rogan indicated that the Omaha matter was complicated by the fact that a Ngati Pukenga affiliated group, Te Tawera, occupied part of the land. They were a group, originally from Tauranga, (but more recently from Manaia in Hauraki) who retained residence both at Omaha and at Kawau during the Crown purchase period. Rogan reported that 'a difficulty arose between Te Kiri and Te Tawera boundary on an allotment of land purchased by a settler [named Duncan Matthieson] who is most anxious to occupy it. . .' Rogan hoped the Crown would agree to the Native Reserves to 'enable settlers to enter upon quiet possession of the land which they purchased from the Govt. a considerable time ago. . .' He hoped he could exchange Te Kiri's Omaha reserve for '30 or 40 acres of land which is situated on the coast line between Whakatuwhenua and Pakiri, which he is most anxious to obtain'. This area, he concluded, was 'not likely to be purchased by any Europeans as it is very hilly'.<sup>71</sup> Evidently, the Crown took no action upon Rogan's recommendation. A few months later Rogan reported that Te Kiri's dispute remained unresolved. By then Rogan had consulted Te Hemara who 'said he was one of the party who pointed out the boundaries to the surveyor, and that the boundary described in the deed is correct'.<sup>72</sup>

---

<sup>69</sup> Rogan to McLean 25 Sept. 1859, McLean papers f.541

<sup>70</sup> Rogan to McLean 28 Sept. 1859, Turton Epitome C143

<sup>71</sup> Rogan to McLean 13 Feb. 1861, AJHR 1861 C-1 pp. 90-1. Rogan attached a statement in Maori dated 18 February 1861 signed by Te Kiri (and witnessed by Te Keene).

<sup>72</sup> Rogan to McLean 5 June 1861 AJHR 1861 C-1 pp. 101-102

Te Kiri's daughter, Rahui, provided an ironic postscript to the Omaha story in 1897 when she claimed the same area before the Native Land Court. Rahui told the Judge that her father 'sold the adjoining [Pakiri South] land to the Crown', but Rogan 'reserved' 155 acres there for her people. Astonishingly, the Crown failed to either appear, or oppose, her claim. Consequently, she obtained ownership to part of the land denied to her father almost 40 years earlier.<sup>73</sup>

### **Waikeri a wera purchase 1859**

The 1859 Waikeri a wera purchase completed the 'second wave' Mahurangi purchases up to Te Arai Point, the northern extremity of the original 1841 Crown purchase. The northern extremity of the original Mahurangi purchase became the northeastern extremity of the Waikeri a wera purchase. According to Percy Smith, Te Arai Point featured also in tribal history. He maintained that for 300 years the Te Uri o Hau tribal boundary extended from the Kaipara Heads in the west to Te Arai Point in the east. He believed that Te Uri o Hau:

sold lands to the Government up to their tribal boundaries on the one [northern] side, and Ngati-Rongo and others C who are inheritors by conquest of the Wai-o-Hua lands C did the same on the [southern] side.<sup>74</sup>

Rogan saw the Waikeri a wera purchase as clearing the way for the Great North Road. He wrote to McLean in April 1859 that this purchase 'will connect the whole line of coast from Auckland to Whangari [sic] which will be a good thing [when] done'.<sup>75</sup>

Fortunately, Rogan used his private correspondence with McLean, to record how he completed the Waikeri a wera purchase. He traversed the boundaries with the surveyor, the 'young McDonnell' (probably Thomas Jr., who assisted Churton with the Pakiri survey). Rogan indicated he would 'settle the price' on the basis of the known acreage. He had apparently conducted pre-survey negotiations at Pakiri, and expected to go back there with the purchase price. Since the Waikeri deed was not signed until 15 August 1859, McDonnell's plan was probably available to the signers, and his plan did reveal the acreage on which Rogan calculated

---

<sup>73</sup> 11 Jan. 1897 hearing, Auckland MB 7: 88-89; plan ML 6691

<sup>74</sup> Smith, *Peopling the North*, p. 63

<sup>75</sup> Rogan to McLean 25 April 1859, McLean papers f.541



the purchase price.<sup>76</sup>

Although the Waikeri a wera price Rogan set was directly related to acreage, it was also related to the 'ridiculously low price' which McLean offered for Pakiri in 1857. Rogan was 'under some vague impression', that McLean:

stipulated with for the price of Waikeri a wera to be the same price as that of Pakiri [...] 6d an acre [...] why I should think so I could not say but it is worth more than twice that figure. I suppose as long as I get it reasonably it will be all right.

In fact, Rogan ended up paying 9.4d an acre for the 12,738 acre Waikeri a wera purchase, so by his own confession he paid Maori almost 25% less than what he thought it was worth. With regard to the negotiations, Rogan added:

I got on thunderingly [famously?] with the Natives and have laid a train for the acquisition of extensive blocks of very desirable land, and am therefore in good humour with myself. I do very well with the Provincial folks [the Waste Land Department] because the beggars are finding out that I am adding considerably to their purse strings by purchases which I have and am most likely to effect.

The 'train' of extensive acquisitions which Rogan 'laid' at Waikeri a wera involved the area which he later described as 'Mangawhara' or Hoteo, extending to the eastern shores of Kaipara Harbour.<sup>77</sup>

The Waikeri a wera deed signed by Te Kiri, his brother Te Urunga, his daughter Rahui, Hori te More, Wiremu Apo, Apo's son Panapa, and by two others, followed the official form employed in the 1858 Pakiri signing. Although the Pakiri deed was executed in Auckland, the Waikeri a wera deed was executed at Pakiri. While Te Uri o Katea and Ngati Rongo were the named transacting parties in 1858, Waikeri a wera was transacted on behalf of Te Uri o Katea and 'Ngatimanui' (or Ngati Manuwhiri).<sup>78</sup> Ngati Manuwhiri today identify themselves with Ngati Wai in the Pakiri area, while Te Uri o Katea identify with Te Uri o Hau in the Oruawharo

---

<sup>76</sup> Rogan to McLean 24 June 1859, McLean papers f.541. The Waikeri a wera plan was one of the few which displayed the total acreage figure, AUC 287

<sup>77</sup> Rogan to McLean 24 June 1859, McLean papers f.541. Rogan reported two months later that 'Mangawhara, situated inland of the Pakiri purchase and extending to Kaipara', estimated to contain 100,000 acres, was 'under offer to the Government'. 41,400 acres of this area named Hoteo was purchased by provincial agents in 1868. Rogan to McLean 16 Oct. 1859, AJHR 1861 C-1 pp. 99-100; Auckland District Rangahaua report I: 225-227

<sup>78</sup> Waikeri a wera purchase deed 15 August 1859, AUC 287 (TCD I: 156-157); Rogan to McLean 25 July, 25 Sept. 1859, McLean Papers f.541

area.<sup>79</sup>

Neither Te Hemara Tauhia nor Arama Karaka Haututu signed the Waikeri a wera deed, despite the fact that they were related to the signers. They had been key figures in the 1854 Wainui and Ahuroa purchases, and participants in the 1858 Pakiri purchase. Karaka, however, was involved in the 1859 transaction. Rogan reported that Karaka failed to appear to accept his share of the £500 payment for Waikeri a wera, but 'the other Natives became so impatient, that I was compelled to pay. . . them (they having promised to satisfy any claim which Arama Karaka has on the land), or run the risk of breaking off the arrangement altogether for an indefinite period. . . ' Rogan later found out that Karaka had been detained by a Kaipara tragedy (the drowning of Makoare and Timoti).<sup>80</sup>

Although McLean believed that he had cleared the way for the Great North Road with his 1858 Pakiri purchase (negotiated a year earlier), and Rogan believed his Waikeri a wera purchase alienated the last Maori land between Auckland and Whangarei, both were mistaken. Between the Pakiri River, which Churton surveyed as the northern boundary of the 1858 purchase, and Waikeri a wera lay 30,000 acres of what appeared on an 1877 Public Works Department map as a 'Native Reserve'. This was the area which became the most disputed area between Auckland and Whangarei, an area which I will refer to in chapter five as Pakiri North.

### **Te Hemara Tauhia**

After the initial Hauraki and Ngati Whatua transactions in the Mahurangi area, Te Hemara Tauhia assumed a key role in representing Kawerau, Ngati Rongo, as well as related Te Uri o Katea, Ngati Manuwhiri, and even Te Uri o Hau interests. While Arama Karaka Haututu

---

<sup>79</sup> Pers. comm. Roi McCabe, 23 February 1998.

<sup>80</sup> Rogan to McLean 19 Aug. 1859, AJHR 1861 C-1 pp. 88-9. Rogan also reported that Te Kiri repaid the Crown £100 of £251/1/- advanced him for 'the purchase of a vessel', and Hori te More also repaid £20 of £50 'advanced to him on the Mangawhara [Hoteo] block. . . '

appears to have involved himself in the 1854-1859 Crown purchases as a representative of Te Uri o Hau, and perhaps Ngati Whatua interests, Te Hemara became 'Mr Mahurangi' as far as the Crown was concerned. His background assumes considerable importance in determining whether or not the Crown consulted 'all groups with a legitimate interest' in Mahurangi.

Normally, when Te Hemara came to Auckland he spoke in unison with Ngati Whatua. At Kohimarama in July and August of 1860 when the Crown assembled a large number of chiefs, largely in an attempt to win their support in the Waitara dispute, Te Hemara spoke as both Ngati Rongo and Ngati Whatua. He told the large gathering:

*Ko tenei iwi ko Ngatiwhatua he iwi ngaro. I penei i nga ra kua pahure me te iwi o Ihararia. Na nga ra o te Rongopai ka hoki ahau ki te rangatiratanga: koia taku ihu ka puta ki waho i roto i te Rongopai, tae noa ki nga ra i noho ai te Kawana tuatahi ki Niu Tireni ka tino puta taku ihu ki te ao . . . koia au ka tuku whenua ki te Kawanatanga.*

The Crown identified Te Hemara as representing 'Ngatirango, Mahurangi' and translated his speech in its official publication, *Te Karere Maori* (the Maori Messenger) as:

This tribe, the Ngatiwhatua, was a lost people; they were in past days like the tribes of Israel. Since the day when the Gospel was brought here I have returned to my chieftainship. It was the Gospel which enabled me to show my nose; and on the arrival of the first Governor in New Zealand, I was enabled to breathe freely . . . It is this which causes me to give my land to the Government.<sup>81</sup>

Te Hemara's allusion to his Christianity (in fact, he took the name of CMS missionary James Hamlin) and the Crown's protective role was typical of other Ngati Whatua and Te Uri o Hau speeches. Typical, too, was his reference to how this caused him 'to give my land to the Government'.<sup>82</sup>

The Crown's report on the 'conduct' of key rangatira in about 1865 described Te Hemara Tauhia as the 'Principal Chief' of Mahurangi. He was, moreover,

remarkable for the order in which he keeps his district. He is always able to settle disputes satisfactorily among his people and the Europeans. He is remarkably acute and I believe he adheres to the Govt: because he cannot do otherwise . . .<sup>83</sup>

Rogan apparently wrote this, and obviously considered Te Hemara a pliable servant of the

---

<sup>81</sup> *Te Karere Maori* Vol.VII No.15 (1 August 1860)

<sup>82</sup> For a more detailed account of the Maori speeches at Kohimarama, see Auckland District Rangahaua report I: 178-180

<sup>83</sup> 'Register of Chiefs: Kaipara District' c.1865, MA 23/25 (reproduced verbatim in Auckland District Rangahaua report I: pp. 172-173)

Crown. The reference to how Te Hemara could not fail to support the Crown probably refers to the fact that he had served as 'one of the oldest assessors', presumably when Grey first established the role of 'Native Assessors' to assist Resident Magistrates by ordinance in 1846.<sup>84</sup>

Although the details of Te Hemara's first appointment as an assessor have not come to light, by the 1860s his name became associated with that of a chief who successfully regulated relations between Maori and the Crown. When Smith visited him in 1861 at one of his Waiwera-Puhoi kainga, Te Hemara had just returned from assisting Governor Browne in Taranaki.<sup>85</sup> In early 1863, during a lull in the New Zealand Wars, he was nominated to join a delegation of chiefs who were to visit London.<sup>86</sup> When Te Hemara represented Matiu te Aranui's interests in the 1863 Mangakahia arbitration, he was officially described as 'Native Assessor of Ngatirango, Mahurangi'.<sup>87</sup> By 1864 he was paid £40 per annum as the sole Mahurangi assessor, and he was assisted by a secretary paid £15 and three 'karere', or messengers, who were paid £10 each. This is despite the fact that from 1856, when Fenton resigned, to 1865, when Rogan became Kaipara Resident Magistrate, Te Hemara had no judicial officer to assist.<sup>88</sup> Rogan managed to get Te Hemara's staff reduced from four to three in 1865, but Te Hemara remained the Crown's 'Mr Mahurangi'.<sup>89</sup>

What qualified Te Hemara Tauhia for this role? Murdoch maintains that Te Hemara's authority in Mahurangi rested on his Kawerau ancestry.<sup>90</sup> Ngawhetu, his male Kawerau ancestor connected him to an ancient descent group, and Moerangaranga, his female Ngati Rongo ancestor, gave him his link to Ngati Whatua. This ancestry had special significance in the

---

<sup>84</sup> See Resident Magistrates Courts Ordinance 1846, Sess VII, 10V No 16. Section 20 of this ordinance authorised the Governor to appoint assessors from each tribe.

<sup>85</sup> Smith, *Reminiscences of a Pioneer Surveyor*, p. 43

<sup>86</sup> *Auckland* 16 January 1863. The visit, designed to convince imperial authorities of Maori loyalty to the Crown, never materialised.

<sup>87</sup> *Te Karere Maori* Vol. III No. 1 (12 Feb. 1863). On the background to the 1862-1863 Mangakahia dispute, see Auckland District Rangahaua report I: 180-185.

<sup>88</sup> 'Return of Officers employed in Native Districts' Mahurangi and Matakana nd., AJHR 1864 E-7 p. 8; Rogan to Henry Halse (Acting Nat. Sec.) 15 Nov. 1864 Kaipara RM Ltr. Bk. 1864-1873, BADW 530 pp. 19-22

<sup>89</sup> Opahi hearing 25 Jan. 1865, Mahurangi Minute Book I: 2; Rogan to RF Porter (Sub Treasurer, Auckland) 7 April 1865 BADW 530 pp. 39-40; Rogan to Native Min. 22 July 1865 BADW 530 No. 82,

<sup>90</sup> Wenderholm Regional Park Management plan, p. 45

Waiwera-Puhoi area where Te Hemara maintained a kainga. This area also had special significance in that it became the final resting place of the great Ngati Rongo/Ngati Whatua adversary of Hongi Hika, Murupaenga.<sup>91</sup> Smith recorded in his published account of the 'Peopling of the North' that Te Hemara's desire to reserve the entire Waiwera-Puhoi area for his people was motivated by their historical association with the land surrounding Mihirau, where Murupaenga lay. Murdoch adds that other significant ancestors were buried at Maungatauhoro (part of today's Wenderholm Regional Park) which was also the site of historic encounters between Kawerau/Ngati Rongo and Hauraki people during the late 18th century.<sup>92</sup> Thus, Te Hemara became the guardian of the historic centre of Mahurangi. The Crown could therefore feel justified in enhancing his authority by treating him as its man in Mahurangi.

Te Hemara skilfully used his official role to bolster his traditional position. When the Crown reduced the numbers of assessors in 1866, Te Keene (Ngati Whatua-Kaipara) objected. Te Hemara immediately broke ranks with Te Keene stating:

He had been a long time in receipt of pay as an Assessor and had no grievance against the Govt. and it was never his intention to resign his appt., and so long as the Govt. paid him he would continue to be an Assessor. He spoke forthrightly and would not be influenced by Keene or the others.<sup>93</sup>

Te Hemara was invariably seen as the Crown's man in charge at Mahurangi. When Governor Bowen and Native Minister McLean visited him in April 1870, he boarded the Government steamer 'Luna' and accompanied them back to Auckland on the last leg of their tour through Northland.<sup>94</sup>

Te Hemara, too, saw himself as 'Mr Mahurangi'. Members of the 1880 House of Representatives Native Affairs Committee investigating the Pakiri North purchase asked him to describe his relationship with Arama Karaka Haututu, whose petition precipitated their investigation. He said that Karaka was his tuakana. Karaka and Te Hemara saw 'a good deal of each other in our part of the country. He, with myself and Paora [Tuhaere] are the men who

---

<sup>91</sup> Ballara described Murupaenga as a 'Ngati Whatua leader'. DNZB I: 304-305

<sup>92</sup> Pers. comm. Graeme Murdoch 17 February 1998; Wenderholm Regional Park Management plan, pp. 45-48; Smith, *Peopling of the North*, p. 99

<sup>93</sup> Rogan to Rolleston 5 May 1866, 19 Jan. 1867 BADW 530

<sup>94</sup> 'Notes of . . . the Governor's [Bowen's] visit to the North' 19-30 April 1870, AJHR 1870 A-7 p. 16

conduct the affairs of the people up there'.<sup>95</sup> Te Hemara Tauhia undoubtedly believed that he acted in the best interests of his people, but whether he consulted them on crucial decisions is not disclosed in official records.

---

<sup>95</sup> Te Hemara Tauhia evidence 19 Aug. 1880, AJHR 1880 I-2A, p. 45

### **The establishment of the Puhoi Special Settlement 1861-1863**

Te Hemara apparently took a leading role in the establishment of the Puhoi Special Settlement in 1863. This was formed out of the eastern extremity of the 1862 'Komakoriki' Crown purchase, the Puhoi section of which was renegotiated with Te Hemara and Te Keene two months later. Since the initial purchase extended from the current site of the Puhoi township in the east, almost all the way to Kaipara harbour (to today's site of the village of Araparera) in the west, it may appear to be a Kaipara, rather than a Mahurangi, purchase. An examination of the original deed, however, discloses that Rogan, the Crown agent who signed both 1862 deeds, referred to them as being within the Mahurangi district, and he executed the first deed at Mahurangi.<sup>96</sup>

Percy Smith recorded in his diary that in March 1861 he travelled to Mahurangi to survey the 'Omokoriki Blk. offered by Te Hemara and party'. He apparently met Te Hemara at a seaside kainga and then accompanied him to the 'very beautiful' riverside site of the future Puhoi settlement. Te Hemara's relatives, Henare Winiata and Kaupapa, then traversed the eastern boundaries of what became the first Komokoriki purchase with Smith.<sup>97</sup> Smith undoubtedly ensured that the deed boundary description, and the plan inscribed on the left hand side, were much more detailed than those associated with the Pakiri South, and Waikeri a wera deeds. Smith's plan also contained a detailed 'Traverse Table', and calculated the total acreage as 35,395.<sup>98</sup>

Despite the care Smith exercised in the initial survey, 395 acres at the Puhoi end of the purchase had to be the subject of a second transaction two months later. Although this area was described in the November 1862 deed as 'additional', it was even identified by a dotted line in

---

<sup>96</sup> Crown officials normally misspelled Komokoriki as 'Komakoriki'. See 'Komakoriki' purchase deed 29 Sept. 1862, AUC 99. The second deed was executed in Auckland. 4 Nov. 1862 deed, AUC 98. Turton failed to record where these deeds were executed. TCD I: 262-266.

<sup>97</sup> Smith Diary 13, 19 March 1861, AIM

<sup>98</sup> The boundary description based on Smith's survey covered 26 hand written lines on the standard deed form. 29 Sept. 1862 deed, AUC 99.

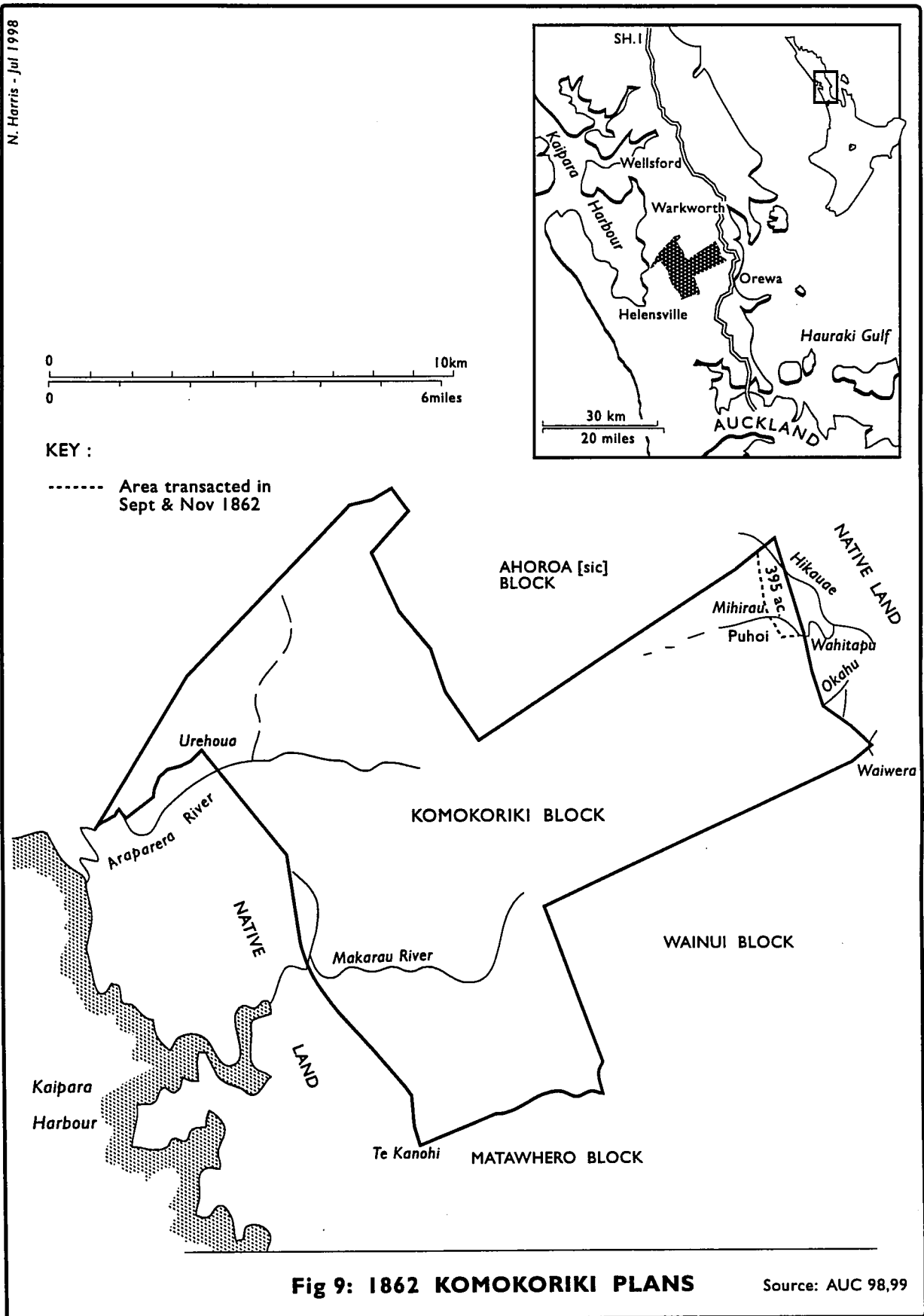


Fig 9: 1862 KOMOKORIKI PLANS

Source: AUC 98,99



the original plan as being entirely within the September purchase boundaries. In other words, it was not an additional area (see Figure 9: 1862 Komokoriki plans). While Te Hemara and 15 others signed the first deed on behalf of Ngati Rongo, only Te Hemara and Te Keene of Ngati Whatua (who witnessed the first) signed the second. The only 'additional' matter in the second deed was the payment of £39/10/- (in addition to the £3,500 paid two months earlier). The amount of the second payment appears to explain why there was a second transaction. If the September payment of £3,500 was for the total area minus the 395 acres which was the subject of the November deed, the price per acre was 2/-. This was, in fact, the price per acre also paid in the November transaction. Therefore, it appears that Maori agreed to a price of 2/- per acre in September, and two of their number travelled to Auckland in November to receive the unpaid balance of £39/10/-. This is considerably more than the 9.4d per acre paid for Waikeri a wera in 1859, and may reflect the Crown's response to Maori protest at the 1860 Kohimarama conference about the pittance the Crown was paying them.<sup>99</sup>

The second Komokoriki plan had additional features in that the Puhoi river above the confluence of the Hikauae stream was renamed Mihirau, and a wahi tapu appeared outside the southeastern extremity of the 395 acres.<sup>100</sup> Otherwise, the Crown reserved nothing for Maori within the 35,398 acre purchase.

The 395 acre area transacted in November was to become the Puhoi Village reserve a few months later. Robert Graham as Auckland Provincial Superintendent gazetted the formation of 'The German Special Settlement' of 10,000 acres centred on the village on 8 January 1863. Captain Krippner, an Austrian army officer who served in the New Zealand wars, promoted the settlement among the inhabitants of his native Bohemia. The first 81 Bohemian settlers arrived in June 1863.<sup>101</sup> Te Hemara and his people welcomed them ashore and ferried them up the Puhoi river. Two further Bohemian parties arrived in 1866 and 1873. According to Murdoch, Te

---

<sup>99</sup> See Auckland District Rangahaua report I: 195

<sup>100</sup> Komokoriki (addition) plan, AUC 98. The wahi tapu may be the Mihirau where Murupaenga lies, but there is another wahi tapu of the same name a few miles away at Maungatauhoro.

<sup>101</sup> *New Zealander* 29 June 1863

Hemara's people continued to live on his land east of Komokoriki immediately adjacent to the Bohemians who depended on Maori generosity in establishing their new community.<sup>102</sup>

### Kawau escape 1864

All was well in Mahurangi immediately after the establishment of the Puhoi settlement on what had been 'Te Hemara's Reserve'. The *New Zealander* Mahurangi correspondent reported in August 1863 (in the midst of the Waikato campaign):

Our settlement still retains its peaceful character, notwithstanding the many alarms . . . In fact we are so happily situated, and so far removed from the field of battle, that we are at present in no danger of being affected personally by the war. The Maoris near us are nearly all Kaiparas, and their chief . . . is well known to be a warmly attached servant of our Governor, so that we feel comparatively safe as regards our dark skinned neighbours.<sup>103</sup>

A year later Waikato arrived in Mahurangi, and things changed dramatically.

The story began when Governor Grey bought the entire island of Kawau (presumably from the original Old Land Claimant, James Forbes Beattie, or his assigns) as his private 'country seat'. He then invited 200 Waikato prisoners of war to be his 'guests' there in August 1864.<sup>104</sup> The Waikato prisoners, even prior to their arrival at Kawau, featured in a vitriolic dispute between Grey and the Whitaker Ministry which accused him of coddling the enemy. He, in turn, accused the Ministry of a failure to guarantee the humane treatment of Maori prisoners, and of pioneering a policy of excessive and imprudent confiscation.<sup>105</sup>

When the prisoners arrived at Kawau on 2 August 1864, Grey personally supervised the creation of a model village for them. Nonetheless, they escaped to the mainland on the night of 9-10 September. According to Colonial Secretary Fox, 'Te Hemara, of Mahurangi . . . a friendly

---

<sup>102</sup> Wenderholm Management plan (Oct. 1995) p. 49

<sup>103</sup> *New Zealander* 4 August 1863

<sup>104</sup> He paid £3,500 for the 4,630 acre area, the same amount Ngati Rongo received for the 35,395 acre area of Komokoriki just two months previously. James Rutherford, *Sir George Grey KCB 1812-1898: A Study in Colonial Government* Cassell, London, 1961 pp. 585, 665

<sup>105</sup> See B J Dalton, *War and Politics in New Zealand 1855-1870*, Sydney University Press, Sydney, 1967 pp. 198-205; William Fox, *The War in New Zealand*, Smith, Elder and Co., London 1866 pp. 158-167

chief' believed that the prisoners 'were seduced away by a small party of Ngapuhis, some of whom are connected by marriage with Waikato'. Fox accused Grey of making the escape possible, thereby putting Mahurangi settlers at risk.<sup>106</sup>

Te Hemara reported that prisoners landed at Tauwhitu's kainga Waikauri, near Matakana temporarily inhabited by 'Ngapuhis'. Parata Mate of Puatahi offered them protection to induce them to escape, as did Komene te Aranui of Mangakahia. Tauwhitu apparently provided them with the large boats in which they escaped.<sup>107</sup> William Searancke, the newly appointed Whangarei District Land Purchase Commissioner, visited the 'modern' pa which the escaped prisoners constructed on Tamahunga (a prominent hill which formed part of the southern boundary of the 1858 Pakiri purchase). He found there with them Tauwhitu 'Here Koha', Komene te Aranui, and 'also some of the Mahurangi natives: in all about . . . 220 Waikatos, and about 130 Ngapuhis'. Tirarau had intercepted and forwarded to Grey Tauwhitu's letters about the situation.<sup>108</sup> Tauwhitu, Mate and Komene sought support from fellow Nga Puhi (*a o Matua, ara a Nga Puhi*) and Te Parawhau. They stated that they had taken charge of the Governor's prisoners (*nga herehere a Te Kawana*) because 'this is the stake to which canoes were always tied of old' (*ko tenei te Teo herenga Waka ano tenei o mua iho*).<sup>109</sup> Tauwhitu's action, according to local historian Nancy Pickmere, was motivated by his gratitude for how Waikato warriors had spared his life during the musket wars.<sup>110</sup> Murdoch also noted a debt of gratitude to Waikato repaid by Te Kawerau-Ngati Rongo people for having received refuge during the 1820s.<sup>111</sup>

Premier Whitaker, a Matakana Old Land Claimant and political opponent of Grey, sought

---

<sup>106</sup> TA White memo 26 Sept 1864, 'Memoranda and Reports re. The Maori Prisoners . . .'; Memo by Ministers (signed W. Fox, Col. Sec.) 30 Sept. 1864 AJHR 1864 E-1(part ii) pp. 36, 46-52

<sup>107</sup> Te Hemara statement nd AJHR 1864 E-1(part ii) p. 61

<sup>108</sup> W Searancke to Fox 2 Oct. 1864 AJHR 1864 E-1(part ii) pp. p. 60. Searancke reported that Tauwhitu and 'Te Hemara' were supplying the prisoners with food, but the Te Hemara referred to was probably Te Hemara Karawai of Puatahi, not Te Hemara Tauhia of Mahurangi.

<sup>109</sup> Tauwhitu, Mate and Komene to Tirarau (encl. in Searancke to Col. Sec. 27 Sept 1864) 10 Sept. 1864 AJHR 1864 E-1(part ii) p. 69. The same letter was addressed to Hira te Awa (Kaikohe), Te Kairau (Mangakahia), Mohi and Takahanga (Ngunguru), Hokotupeka (Whangarei).

<sup>110</sup> Nancy Pickmere, *Whangarei: The Founding Years* Privately published, Whangarei, 1986 p. 118

<sup>111</sup> Wenderholm Management plan p. 48. Te Hemara Tauhia gifted land at Opahi to Ngati Koroki of Waikato in 1857. Opahi investigation 25 Jan. 1866, Mahurangi Minute Book I: pp. 1-2

to make political capital out of the incident. He highlighted how 72 Matakana settlers petitioned the Governor for protection from the warlike Maori encamped on Tamahunga.<sup>112</sup> Grey, for his part, hastily sought to contain the damage by getting Bay of Islands Nga Puhi chiefs, such as Tamati Waka Nene, on his side.<sup>113</sup> This accomplished very little, because most of the Nga Puhi present in Mahurangi were allied with either Ngati Hine from Puatahi and Mangakahia, or with Te Parawhau from Whangarei. In the end, Grey had to accept a humiliating settlement. He agreed to grant the prisoners safe conduct back to Waikato in an effort to prevent the spread of hostilities.<sup>114</sup>

The 1864 Kawau escape featured in the official report on the conduct of chiefs a year or so later. The 'Register of Chiefs' identified supporters of the Waikato prisoners (particularly Te Hemara Karawai and Parata Mate) as the 'trouble makers' in the district. Te Hemara Tauhia, on the other hand, got good marks for his conduct. The 'Register' recorded that 'he was employed by the Govt. with the escaped prisoners from the Kawau and did good service on that occasion'.<sup>115</sup> Ultimately, the Crown treated the Kawau incident as a loyalty test. Those who supported the prisoners, for whatever reason, were branded 'disloyal'. Rogan, in particular, associated them with both Ruarangi, the man hung for murdering a European family at Kaukapakapa in 1863, and with Hauhau.<sup>116</sup>

The most significant result of the Kawau incident as far as Crown actions towards Maori was concerned was that it set in motion a series of events which culminated in the 1873-1881 Pakiri North Crown purchase. The details of this troubled transaction will be covered in Chapter 5 which deals with changing Crown policies. To conclude the discussion of Kawau, however, it can be revealed that a private European storekeeper (who later became a Member of the House of Representatives) claimed compensation for the goods taken by the Waikato prisoners from his

---

<sup>112</sup> Whitaker memo 8 Oct. 1864 AJHR 1864 E-1(part ii) p. 78

<sup>113</sup> Grey memo re. the Mahurangi and Matakana settlers 10 Oct. 1864 AJHR 1864 E-1(part ii) p. 79

<sup>114</sup> Whitaker memo 11 Oct. 1864 AJHR 1864 E-1(part ii) p. 80

<sup>115</sup> Register of Chiefs, Kaipara District c.1865, MA 23/25

<sup>116</sup> Rogan to Native Min. 14 Sept. 1865, Rogan to GS Cooper (Under Sec., Wellington) 11 Dec. 1868, Rogan to GS Cooper 2 Sept. 1869 BADW 530

store at Waitangi (near Kaukapakapa) in 1864. The storekeeper then held local Maori supporters of the prisoners responsible for compensation, and eventually sought to be paid out of the proceeds of a Crown purchase.<sup>117</sup> Thus the 1864 Kawau escape, like the 1859 Waikeri a werā purchase, allowed the Crown to lay 'a train for the acquisition of extensive blocks of very desirable land . . .'<sup>118</sup> In fact, Pakiri North was the last substantial area of Maori land in Mahurangi.

### **1866 Native Land Court Mahurangi investigations**

Meanwhile Te Hemara Tauhia took a series of small 'blocks' within his Waiwera-Puhoi 'Reserve' to the newly established Native Land Court. Rogan ceased to be the Kaipara District Land Purchase Commissioner, and became the Kaipara District Native Land Court Judge in 1865. In his new role, the Chief Judge directed him to hear Mahurangi claims in January 1866. Rogan reported:

The investigation occupied a week and it concluded by extinguishing the whole of the Native tenure to land in the Mahurangi district as the land is now held under Crown Grants.<sup>119</sup>

Te Hemara featured in the investigation of title to all eleven blocks within a 6,691 acre area. Rogan clearly believed that he remained Mr Mahurangi even if his land was fragmented in a way which increased the possibilities of subsequent alienation.<sup>120</sup>

This chapter concludes with answers to the questions posed about 1854-1865 'second wave' Mahurangi purchases. What Maori groups negotiated these purchases? Hauraki groups participated in the 7 November 1853 Mahurangi purchase, but the Crown negotiated all others before 1865 with Kawerau related groups. They included Ngati Rongo, Ngati Manuwhiri and Te Uri o Katea. Arama Karaka Haututu participated in the 1854 Wainui, the 1857-58 Pakiri South,

---

<sup>117</sup> See James Belich, *The New Zealand Wars* Auckland University Press, Auckland, 1986 pp. 197-198

<sup>118</sup> Rogan to McLean 24 June 1859, McLean papers f. 541

<sup>119</sup> Rogan to Rolleston 3 April 1866 BADW 530

<sup>120</sup> The record of each of these eleven title determination hearings can be found in the first 35 pages of the first volume of the Native Land Court Mahurangi Minute Book.

and the 1859 Waikeri a wera purchases. He appeared to do so as a representative of Te Uri o Hau and Ngati Whatua interests, but he was also descended from Manuwhiri.<sup>121</sup>

The question of whether the Crown consulted 'all groups with a legitimate interest' in Mahurangi is more difficult to answer. Johnson appears to have made an honest attempt to identify what constituted a 'legitimate' Maori 'interest'. He believed that a combination of ancestral and occupation rights constituted the '*root of the soil*', and he considered rights based on conquest to be in a secondary category. On the other hand, Rogan appears to have negotiated with whoever appeared to be in charge, without a searching investigation into the origin of their rights. Without an examination of Maori language sources, the task of judging how expert either Johnson or Rogan were in these matters is almost impossible. That necessary examination of Maori sources requires further investigation.

---

<sup>121</sup> Alemann, Ngatiwhatua Tribal Area, p. 75

## Chapter 4: Mahurangi Old Land Claims

Just as timber disputes provoked the 'second wave' of Mahurangi Crown purchases after 1850, they appear to have triggered a number of pre-Treaty transactions. The European history of Mahurangi began in a competition over the naval spar trade.

### Pre-Treaty timber transactions

Captain Frederick Sadler of HMS *Buffalo* visited Mahurangi for spars in 1833 and 1834, but he came into competition with Gordon Browne who was cutting spars on private Admiralty contract. To 'reserve' trees, Sadler's seamen marked them with 'the "broad arrow", a traditional means of proclaiming Admiralty ownership . . .' Browne's agent, Ranulph Dacre, later complained that the Admiralty's 'forcible possession of the standing trees', which he vainly 'remonstrated' about, forced him to move his timber 'station' from Mahurangi to Mercury Bay in 1836. Sadler apparently paid Maori enough to cause them to refuse to work for Dacre.<sup>1</sup>

Dacre later recorded how he had established the Mahurangi timber station in 1832 with Maori 'brought there from various parts of the Thames'. When Sadler's higher wages lured away his workers, Dacre complained that this 'robbed us of our two years labor . . . and the trees that had been sold us'.<sup>2</sup> Dacre did not reveal who he had bought the trees from in 1832.

Just prior to moving the station from Mahurangi to Mercury Bay, Browne also expressed alarm at the extent of Thomas McDonnell's purchases:

*McDonnell of Hokianga has entered Kaipara and with other Hokianga folk has purchased all the forest land there. [William] White the [Hokianga-based Wesleyan] Supt has bought all Manaka[u] for himself. . . McDonnell gives out that he acts by authority . . . immediately making purchase along the East Coast. This has set the natives very much upon the alert.*<sup>3</sup>

Roche, in writing his recent history of New Zealand forestry, was unable to determine what Maori may have thought of McDonnell's 'purchases'. According to Roche, the European 'notion

---

<sup>1</sup> Michael Roche, *History of Forestry* GP Books: Wellington, 1990, pp. 19-20

<sup>2</sup> Dacre to Col. Sec. NSW 4 Feb. 1841; Dacre evidence 28 June 1862, OLC 1/978-979

<sup>3</sup> Browne to Dacre 1 Feb. 1836, OLC 1/978, cited in Roche, *Forestry*, pp. 28-29

of individual inalienable title to lands contrasted sharply with the indigenous principles of collective ownership and the holding of resources in trust'.<sup>4</sup>

Browne, despite his criticism of McDonnell's purchases, was prepared to use Dacre to claim his own Mahurangi land. Dacre claimed that Browne had purchased 5,000 acres at Mahurangi Harbour (or Waihe) in May 1832 from 'Puhata, William Pepena and others'. In claiming this Mahurangi land, Dacre revealed that Puhata had also 'sold' Browne land at Tamaki (today's Panmure), and Pepena 'sold' him more at Mercury Bay.<sup>5</sup>

Puhata was probably Patene Puhata who, according to Paul Monin, led the Hauraki party over to assist Browne and Dacre at Mahurangi in 1832. Although Puhata was a Ngati Paoa chief from Waiua (Coromandel Harbour), he recruited labour for the spar trade from as far away as Hikutaia (near Paeroa). This therefore suggests that all Hauraki tribes, and not just Ngati Paoa, participated in the Mahurangi spar trade during the 1830s.<sup>6</sup>

Puhata also featured in the 1839 Matakana transaction with two other members of the Mahurangi station, Thomas Millon and John Skelton. Both were skilled seamen and later became shipbuilders and masters of coastal schooners.<sup>7</sup> In testifying before land claims commissioners in 1841, Millon claimed the same acreage at Matakana that Browne had claimed at Mahurangi. Since they knew that the statutory maximum acreage grantable was 2,560 acres, they probably thought claiming twice as much would get them the maximum grant. Millon testified that he exchanged a schooner worth £300, appropriately named the *Thames*, with Ruinga, Ngakete and two others in December 1839.<sup>8</sup>

---

<sup>4</sup> Roche, Forestry, p. 34

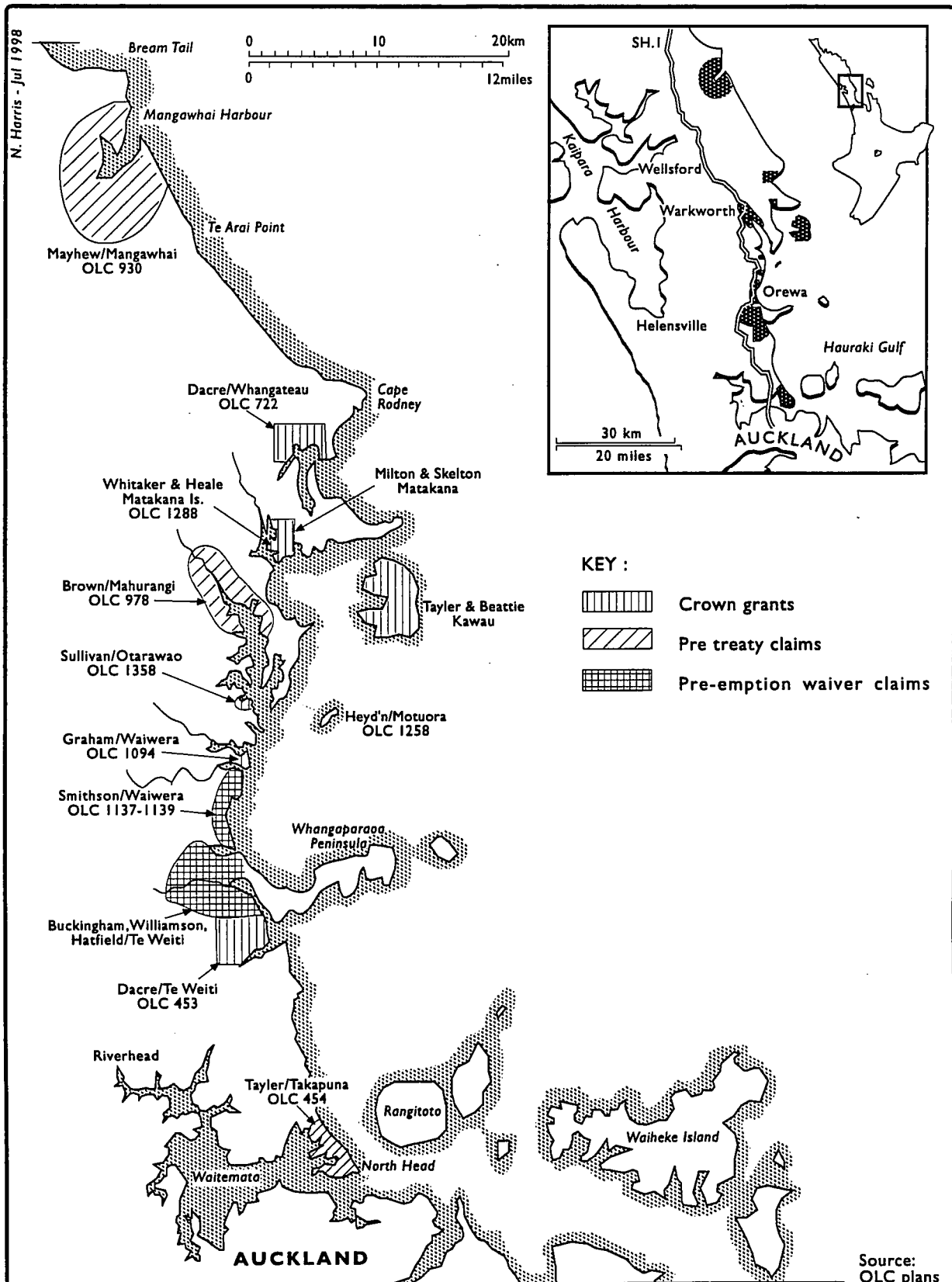
<sup>5</sup> Dacre to Col. Sec. NSW 1 Feb. 1841, OLC 1/978-979

<sup>6</sup> Information kindly provided by Paul Monin from his forthcoming book on the cross-cultural history of 19th century Hauraki.

<sup>7</sup> Millon to FitzRoy 18 Dec. 1844, OLC 1/337

<sup>8</sup> Ruinga and Ngakete were prominent signers of the 1841 Mahurangi Crown purchase. 11 Dec. 1839 Matakana deed, Millon evidence 31 July 1841, OLC 1/337. The deed was published in H Hanson Turton, *Maori Deeds of Old Private Land Purchases* . . . [hereafter: TPD] George Didsbury, Government Printer, Wellington, 1882, p. 288





**Fig 10: MAHURANGI- MANGAWHAI OLD LAND CLAIMS**

Although Millon produced only an English translation of a deed for Commissioners Godfrey and Richmond, Puhata testified that he 'made the bargain between Mr Mellon [sic] and the Natives'. He probably did this at Coromandel Harbour, since the deed identified Millon and Skelton as residing there.<sup>9</sup> The European claimants described the Maori vendors as the 'head chiefs of the Ngatipawa' who sold their Matakana land 'with the consent of the Tribe generally'. Millon and Skelton claimed in late 1840 to have founded a thriving shipyard there with 'sawpits . . . two weather boarded dwelling houses and a blacksmith's forge', employing 13 Europeans and some Maori.<sup>10</sup>

Perhaps on the strength of this enterprising activity, Governor FitzRoy increased the size of the Crown grants from the 1270 acres Godfrey recommended to the statutory maximum of 2,560 acres. Millon transferred 640 acres to his Matakana employee George Patten, and 320 acres to William Greenwood in 1844-1845.<sup>11</sup> Thus, the ill-fated 1832 spar venture to fill an Admiralty contract spawned a small Matakana shipbuilding industry during the 1840s.

### North Shore pre-Treaty transactions

Millon and Skelton negotiated their Matakana claim during a veritable land rush in northern New Zealand. During late 1839 this rush was most intense in areas surrounding trading ports such as Mangonui, Hokianga, the Bay of Islands, Whangarei and the Waitemata. In late 1840 Protector Clarke, then engaged in arranging Crown purchases in the vicinity of Auckland, reported a series of 'perplexing difficulties'. Referring to claims south of the Waitemata he noted:

a considerable tract of country claimed by Messrs. Fairburn, Taylor, and Hamlin. These purchases. . . if admitted in their full extent, leave a very inadequate portion for the Crown. The claimants to the north side of Waitemata are: at North Head, Mr. Taylor, and a large portion of the upper part of the river. . . is claimed by a Mr. Webster.<sup>12</sup>

The 'Taylor' Clarke referred to was known during the 1840s as Henry Tayler, even

---

<sup>9</sup> 'Puwata' and Millon evidence 31 July 1841, OLC 1/337. Millon stated that Maori signed at both Coromandel Harbour and Matakana.

<sup>10</sup> Millon and Skelton to Col. Sec. NSW 10 Dec. 1840, OLC 1/337

<sup>11</sup> Godfrey report 30 May 1842; FitzRoy minute 18 Dec. 1844; Millon to FitzRoy 18 Dec. 1844; Conveyance to Greenwood 6 Jan. 1845, OLC 1/337

<sup>12</sup> Clarke memo 4 Nov. 1840, Turton Epitome C148

though his real name was Edward Abell.<sup>13</sup> He claimed land at Te Weiti (today's Silverdale), Motuihe and Waiheke, as well as at Takapuna. Puhata featured in both his Takapuna and Te Weiti claims, but William Fairburn, the CMS missionary at Maraetai (across Tamaki Strait from Waiheke), featured in all four Tayler transactions, and all four were with Ngati Paoa.<sup>14</sup>

Tayler claimed 1,000 acres at Takapuna. He testified before Godfrey and Richmond that Fairburn 'made the bargain . . . with the Natives'. Fairburn then testified that he did so 'at my house at Maraetai'. Puhata, Hetaraka Takapuna, and Wiremu Hoete affirmed Tayler and Fairburn's evidence before the commissioners on the same day in their Auckland office.<sup>15</sup> The commissioners initially recommended a 117 acre grant for Tayler at Takapuna, but they then amended this to 'No Grant' when they discovered they had already recommended more than the maximum for his other claims.<sup>16</sup>

These other claims included Te Weiti where Tayler claimed 20,000 acres. Again Fairburn arranged the 'bargain' at Maraetai, despite the fact that this was over 40km by sea from the land in question. Since the Te Weiti deed was apparently signed on the same day as the Takapuna one, by some of the same people, the two may have been negotiated as part of the same bargain.<sup>17</sup> The only substantial difference recorded was that five Ngati Whatua chiefs, as well as eight Ngati Paoa chiefs, signed or marked the Te Weiti deed (three Ngati Paoa chiefs signed the Takapuna one). Tayler also indicated that he had made a subsequent payment to an unnamed chief at Te Weiti.<sup>18</sup>

The commissioners initially recommended a 1,362 acre grant for Tayler there, but

---

<sup>13</sup> Commissioner Gisborne report 19 Oct. 1854, OLC 1/454. To prevent confusion, I will refer to him almost always as Tayler, the name he claimed by during the 1840s.

<sup>14</sup> Motuihe 5 Nov. 1839, OLC 1/457; Te Weiti 18 Nov. 1839, OLC 1/453; Takapuna 18 Nov. 1839, OLC 1/454; Matuku (Waiheke) 18 Jan. 1840, OLC 1/455 (TPD pp. 321-2, 287-8, 317-8, 316-7)

<sup>15</sup> Tayler, Fairburn, Puhata, Takapuna and Jowett [Hoete] evidence 2 Aug. 1841, OLC 1/454

<sup>16</sup> Godfrey Richmond report 2 May 1842; Amended report 10 Nov. 1843, OLC 1/454

<sup>17</sup> Tayler, Fairburn, Takapuna and Jowett [Hoete] evidence 31 July 1841, OLC 1/453

<sup>18</sup> Te Weiti deed 18 Nov. 1839 (TPD pp. 287-8); Tayler evidence 9 Aug. 1841, OLC 1/453

FitzRoy increased the total grant acreage to 5,000 in 1845.<sup>19</sup> Although these Grants represented only a small proportion of the total acreage claimed on the North Shore, they were nonetheless significant when the Crown began to define the extent of the 1841 Mahurangi purchase. That purchase had exempted land 'disposed of . . . formerly', but during the 1840s Crown officials also considered such claims as 'inconsiderable'.<sup>20</sup> Old Land Claims complicated the 1841 Mahurangi purchase, but much less so than the vexed question of timber rights.

### **Kauri proclamation 1841**

The first major Crown action which made timber rights controversial was Hobson's 30 October 1841 proclamation that prohibited unauthorised Kauri cutting on Crown land. In so doing, Hobson also proclaimed that 'all lands purchased from the Natives' in pre-Treaty transactions were deemed to be the 'property of the Crown.'<sup>21</sup> Although this was the first of many Crown attempts to assert control over both strategic assets (in this case Kauri) and the disposition of private property, at the time it met with vigorous protest from both Maori and European.<sup>22</sup> SMD Martin, the *Herald* editor, and a member of Hobson's Legislative Council, apparently orchestrated this campaign against the ban on Kauri cutting. This may have led the Crown to relent by allowing timber cutting in areas subject to Old Land Claims, but it continued to prohibit Kauri cutting on the few areas which could be described as Crown land.<sup>23</sup> In any case, the Admiralty conservator, Captain William C Symonds, who was sent to New Zealand to enforce the ban, drowned in early 1842. The Admiralty did not replace him, so no one was responsible for stopping the rape of the Kauri forests observed by both Assistant Surveyor Campbell in

---

<sup>19</sup> Godfrey Richmond report 2 May 1842; Crown grants 28 June 1845, OLC 1/453

<sup>20</sup> G Clarke minute 24 April 1846, IA 1/1846/475

<sup>21</sup> *New Zealand Government Gazette* 3 Nov. 1841, cited in Roche, Forestry, p. 37

<sup>22</sup> *New Zealand Herald and Auckland Gazette* 11 Jan. 1842, cited in Roche, Forestry, pp. 37-38

<sup>23</sup> *New Zealand Government Gazette* 26 Jan. 1842; Roche, Forestry pp. 38-39

Mahurangi and by Ernst Dieffenbach throughout the North.<sup>24</sup>

### **Distinguishing Crown from private land**

Even had a Protector of Kauri been available, the Kauri proclamation could not have been effectively enforced in Mahurangi. There the Crown failed to distinguish its own property from that of private land claimants. In 1841 in his supplemental Royal Instructions to Hobson, Secretary of State Lord John Russell demanded that the colonial administration effectively distinguish between Crown and private (including native) land.<sup>25</sup> Hobson and his successor, FitzRoy, failed to do this. FitzRoy even exempted land claimants from a legal requirement to define the extent of their claims, and subsequent grants, by survey.<sup>26</sup> In an area like Mahurangi where a Crown purchase overlapped several pre-Treaty transactions, the confusion created by the lack of survey definition can be traced through examination of the surviving Old Land Claim files.<sup>27</sup>

In the case of the 2,560 acre Matakana grant to Millon and Skelton, questions arose as to the precision of the deed boundary description when Godfrey and Richmond investigated the claim. A European witness admitted the imprecision, and stated that the boundary description was 'inserted in the deed after the signature of Ruinga and Ngakete', the two principal vendors.<sup>28</sup> Puhata gave a boundary description at variance with that in the deed.<sup>29</sup> In reporting the claim, Godfrey stated that although the Maori appearing before him 'admitted' the accuracy of the boundaries, they 'must be perfectly unintelligible to them'. He therefore reported that 'the Native

---

<sup>24</sup> Campbell deplored the destruction of Kauri 'at all these Stations along the [Mahurangi] coast . . . Mathew to Col. Sec. 17 May 1841, IA 1/1841/560; Ernst Dieffenbach, *Travels in New Zealand* John Murray, London 1843 I: 227-229, 240-241; Roche, *Forestry*, pp. 22-23, 39-40

<sup>25</sup> Russell to Hobson 28 Jan. 1841 1841, BPP 1841 (311) pp. 51-52

<sup>26</sup> Minutes of Executive Council 8 Jan. 1844, BPP 1845 (247) p. 96

<sup>27</sup> The following Mahurangi OLC files are missing from the National Archives in Wellington: Webster/Point Rodney (722); Beattie/Kawau (1027) and Sullivan/Otarawao (1358). This is three out of 14 Mahurangi Old Land Claims.

<sup>28</sup> Richard Wise evidence 31 July 1841, OLC 1/337

<sup>29</sup> 'Puwata' evidence 31 July 1841, OLC 1/337

Sellers must point out at the Survey, the extent and bearings of the Land they designed to convey'.<sup>30</sup> Although Millon and Skelton received the maximum grant acreage, they subsequently failed to survey their Matakana grant. The Crown apparently failed to implement the commissioner's recommendation.<sup>31</sup>

The same kind of imprecise boundary description featured in Tayler's Takapuna and Te Weiti claims. Tayler's Te Weiti deed (repeated in his 1844 and 1845 grants) referred to 'The inland Boundaries round the Summit of the Hills'.<sup>32</sup> Tayler failed to survey the area, but complained in 1846 that preemption waiver claimants 'repurchased from the Natives large tracts amounting to some thousands of Acres consisting in part of Land purchased by the Crown, and in part of Land I have originally purchased'.<sup>33</sup> Apparently the Reader Wood line surveyed in 1845 did not extend all the way from Takapuna to Te Weiti (a distance of approximately 25km), because the Surveyor General minuted on Tayler's letter:

It is most desirable that the boundary, inland, of the [Mahurangi] Government purchase should be cut & well defined. This work was commenced, but discontinued in consequence of the disturbances at the North.

If His Excellency would give an authority for completing the work from The Waitemata to the Arai (a point beyond Point Rodney) it would set this subject at rest and probably prevent future disputes.<sup>34</sup>

Evidently, nothing was done before Attorney General William Swainson rendered a legal opinion two years later. He noted that unsurveyed grants such as Tayler's were of 'little value to the Claimants'. As long as they remained unsurveyed, he remarked, 'an uncertainty will exist as to what are the lands of the Crown — what are the lands of the Natives — [and] what are the lands of private persons . . .' He believed that the only solution to the problem was the passage of an Ordinance 'empowering the Government to allot to Claimants by Survey . . . the precise

---

<sup>30</sup> Godfrey report 30 May 1842, OLC 1/337

<sup>31</sup> The claimants filed no OLC survey, but the Crown sketched the 'Mellon x Skelton' grant in the inset of the 1853 Parihoru plan (see Figure 5).

<sup>32</sup> Te Weiti deed 18 Nov. 1839, OLC 1/453 (TPD pp. 287-8); Crown grants 22 Oct. 1844, 28 June 1845, OLC 1/453

<sup>33</sup> Tayler to Col. Sec. 6 June 1846, OLC 1/453

<sup>34</sup> Ligar minute 19 June 1846, OLC 1/453

quantity [of land] to which they may be entitled . . .<sup>35</sup> Governor Grey, in fact, enacted this kind of measure with the 1849 Crown (or Quieting) Titles Ordinance. Under this Ordinance, Logan Campbell, who purchased Tayler's Te Weiti land, had it surveyed in 1851.<sup>36</sup>

In the case of Tayler's Takapuna claim, FitzRoy was prepared to grant him the full 1,000 acres claimed, despite the fact that in 1843 Godfrey and Richmond recommended 'No Grant'.<sup>37</sup> Commissioner FitzGerald then alerted FitzRoy to the fact that Tayler claimed both the North Head and the North Shore land on which 'all the farms sold by the Government' were located. FitzRoy admitted that he 'was *not aware* that Mr Tayler's claim *included* the Government Land [emphasis in original]'. Consequently, he agreed to offer Tayler credit for land elsewhere to the value of £1,000.<sup>38</sup>

That, however, was not the end of the story. Tayler indicated his wish to exercise his land credit at Tiritirimatangi (an island east of Whangaparaoa) and at Tawharanui (east of the Millon Matakana claim). Colonial Secretary Andrew Sinclair suggested that the Matakana request should be referred to Protector Clarke 'as it was said that the Natives had reserved several patches of land out of what they sold' there.<sup>39</sup> FitzRoy overruled him, however. He believed the matter was straightforward.

The lands applied for by Mr Henry Taylor [sic] are *Crown Lands* — and may be exchanged as he requests — in fulfilment of my promise conveyed in your letter of 5th October 1844 — Inform the Surveyor General accordingly.<sup>40</sup>

Tayler, however, then changed his mind. He decided that he preferred land on Mahurangi Harbour. In this case, FitzRoy once more complied with his request on condition that he not

---

<sup>35</sup> Swainson to Col. Sec. 25 July 1848, OLC 1/453

<sup>36</sup> Crown Titles Ordinance 1849, Sess X, 13 V. No 4.; OLC plan 138 dated June 1851

<sup>37</sup> Godfrey Richmond amended report 10 Nov. 1843; FitzRoy to FitzGerald 24 Sept. 1844, OLC 1/454

<sup>38</sup> FitzGerald minute 24 Sept. 1844; FitzRoy minute nd., OLC 1/454

<sup>39</sup> Tayler to Col. Sec. 9 Nov. 1844; Sinclair minute 12 Nov. 1844, OLC 1/454. It so happens that this area was reserved for Parihoro in 1853.

<sup>40</sup> FitzRoy minute nd., OLC 1/454. This 5 October 1844 letter to Tayler is not on file. Ligar complied with FitzRoy's request. Ligar minute 10 March 1845, OLC 1/454

‘interfere’ with Crown timber licences granting cutting rights there.<sup>41</sup>

When Grey and Swainson reviewed the case in 1851, they took a much less charitable view. Then Commissioner Gisborne reported that Edward Abell (Tayler’s real name) failed to exercise his land credit at either Mahurangi Harbour or Tiritirimatangi.<sup>42</sup> Nonetheless, Attorney General Frederick Whitaker (himself a Matakana claimant) recommended compensation in 1855, and Commissioner Bell awarded Abell’s assigns £500 in 1862:

in commutation of their claim to a Grant for the Island of Tiritirimatangi and in satisfaction of all claim in this case.<sup>43</sup>

The irony of the Crown’s recognition of Abell’s (or Tayler’s) Tiritirimatangi entitlement was that Tiritirimatangi was almost the only Hauraki Gulf island which had not been the subject of a pre-Treaty transaction.<sup>44</sup> Bell and the Crown evidently assumed that the island was included in the 1841 Mahurangi purchase on the basis of the deed reference to ‘all the islands on the coast — *me nga motu katoa*’.<sup>45</sup> In fact, when the Crown sketched the full extent of the Mahurangi purchase in three separate transactions with Kawerau, Ngati Whatua and Hauraki during 1853-1854, the plans showed no islands south of Motuora (east of the Mahurangi Harbour entrance).<sup>46</sup> From these sketches, it appears likely that Tiritirimatangi was not within the boundaries of either the 1841 or subsequent Mahurangi Crown purchases. Nonetheless, when Matini Murupaenga claimed title to Tiritirimatangi in 1866, Native Land Court Chief Judge Fenton dismissed his claim in favour of the Crown. He did this even though he was ‘unable to discover the origin of

---

<sup>41</sup> Tayler to Col. Sec. 23 July 1845; FitzRoy minute 28 July 1845, OLC 1/454

<sup>42</sup> Grey to Wynyard 29 Aug. 1851; Swainson minutes 13 Oct. 1851, 28 Jan. 1852; Gisborne report 19 Oct. 1854, OLC 1/454

<sup>43</sup> Whitaker minute 13 Sept. 1855; Bell report 28 June 1862, OLC 1/454

<sup>44</sup> See Monin’s Tribunal commissioned report entitled ‘The Islands lying between Slipper Island in the south-east, Great Barrier in the north and Tiritiri-matangi in the north-west’ [hereafter Gulf Islands] Wai 406, C7 pp. 56-59

<sup>45</sup> Mahurangi Crown purchase deed 13 April 1841, AUC 123 (TCD I: 251-252; Monin, Gulf Islands, pp. 56, 76-77

<sup>46</sup> Parihoro plan on 1 Nov. 1853 deed, AUC 85; Plan on 7 Nov. 1853 (Ngati Whatua) deed, AUC 115; and Plan on 5 Jan. 1854 (Hauraki) deed, AUC 65



the Crown's title, or by what means the native title has been extinguished . . .<sup>47</sup> The available evidence suggests the Crown had never extinguished native title to establish its own.

### Preemption waiver claims

When FitzRoy waived the Crown's preemptive right to remain the sole purchaser of Maori land, he increased the difficulty of distinguishing between Crown, private and Maori land. Initially, European newspapers applauded preemption waiver as recognising settler difficulties in obtaining valid title. The *New Zealander* (published in Auckland) stated that:

The Native is after all, the best title in New Zealand, and that which will ensure the most peaceable possession. When the Government discover that four or five hundred persons hold land in New Zealand by contract with the Natives, they will very quickly consent to give them titles . . .<sup>48</sup>

One problem, however, was that Maori had no guarantee that European purchasers would deal with the rightful owners. Te Matua highlighted this problem when he asked FitzRoy at the waiver proclamation ceremony at Government House in Auckland what the Crown would do if the 'wrong' Maori sold, 'the real owners not having been present'. FitzRoy answered rather lamely that 'after due consideration, justice will be done to parties who have real claims to such land, as far as may be practicable'.<sup>49</sup>

As it turned out, European claimants were often competing with each other, and dealing with different Maori in the same location. Mahurangi preemption waiver claimants also established themselves in one area which already contained grants based on pre-Treaty transactions, ie. Te Weiti. A second area featured offshore islands, and a third the Waiwera hot springs.

Te Weiti preemption waiver claims proved most troublesome for the Crown in that they interfered with both the 1841 Mahurangi purchase, and the grants arising from Tayler's claim.

---

<sup>47</sup> FD Fenton, *Important Judgements* p. 24, cited in Monin, *Gulf Islands*, p. 77

<sup>48</sup> *Southern Cross* 6 April 1844

<sup>49</sup> Minutes of . . . Meeting of Native Chiefs 26 March 1844, BPP 1845 (131) pp. 43-44

Taylor complained vigorously about both waiver claimants and timber licensees trespassing on his land in 1846.<sup>50</sup> The Te Weiti waiver claimants included John Robey Hatfield (OLC 1276), George Buckingham (OLC 1260) and John Williamson (OLC 1261). Hatfield, Buckingham and Williamson appear to have collaborated in establishing Te Weiti claims on the basis of agreement with Kaipara based Ngati Whatua in 1844 and 1845.<sup>51</sup> As early as October 1844, Reweti protested these Te Weiti transactions 'because . . . the Land referred to belongs to the Government'.<sup>52</sup> The Crown initially issued Hatfield, Buckingham and Williamson Preemption Waiver Certificates in 1845, allowing them each to purchase 900 acres at Te Weiti. Swainson disallowed each of these certificates in 1848, and subsequently Buckingham and Williamson were compensated with debentures to the value of £42/10/-.<sup>53</sup> Hatfield, however, held out for greater compensation. In 1859 he testified to Commissioner Bell that he had purchased close to 3,000 acres at Te Weiti. Bell found that this area was not within the 1841 Mahurangi Crown purchase (because it was west of the 1845 'Reader Wood' line), but that it was within the 1851 Pukekohe Crown purchase. Nonetheless, he compensated Hatfield with a 450 acre Te Weiti grant, and 450 acres elsewhere.<sup>54</sup>

The offshore islands claimed by waiver claimants were all described as 'at Matakana'. Both sets of claims created confusion over location. The tiny (half acre) island in Matakana harbour claimed by Frederick Whitaker and Theophilus Heale (later to become Inspector of Surveys) on the basis of an 1845 agreement with Ngatai and Ruinga of Ngati Paoa puzzled FitzRoy. He asked Clarke 'Is this not one of the Islets about which Hemara spoke to me?'<sup>55</sup> Clarke replied that he was 'not aware of Hemara having any claims to this place'. He added: 'It

---

<sup>50</sup> Tayler to Col. Sec. 6 June 1846, OLC 1/453

<sup>51</sup> Buckingham to Col. Sec. 28 Nov. 1849; Hatfield-Buckingham deed 18 Oct. 1844; Williamson deed 10 Sept. 1845, OLC 1/1260-1261

<sup>52</sup> Reweti to Taipau, Te Wairoa, Patoromu & Moki 24 Oct. 1844, OLC 1/1276

<sup>53</sup> Bell report 15 Oct. 1859, OLC 1/1260-1261

<sup>54</sup> Hatfield evidence 8 Jan. 1859; Bell report 15 Oct. 1859, OLC 1/1276

<sup>55</sup> Whitaker-Heale deed 8 Oct. 1845; FitzRoy minute 9 Oct. 1845, OLC 1/1288

is merely a rock and proposed to be sold by the same parties as sold the Island of Kawau'.<sup>56</sup>

FitzRoy probably confused the Whitaker-Heale claim with another mistakenly labelled 'Matakana'. In 1845 a Matakana sawyer claimed three islands east of Mahurangi Harbour. John Long Heyd'n claimed Motuketekete, Moturekareka and Motuora on the basis of transactions with both Ngati Paoa and Te Hemara.<sup>57</sup> Earlier both Clarke and FitzRoy satisfied themselves that these islands 'were not included' in the original Mahurangi purchase.<sup>58</sup> Commissioner Henry Matson subsequently investigated the claim and recommended 'that a Confirmatory Crown Grant be issued'.<sup>59</sup> Heale subsequently acquired the grant from Heyd'n and, according to Bell's records, on sold it to the Crown for £90/16/-.<sup>60</sup>

Waiwera, particularly the area surrounding the famed hot spring, was the third centre of waiver claims. Unlike Te Weiti and the offshore islands, the Crown believed this area was indisputably within the 1841 Mahurangi purchase boundaries. When in 1844 Robert David Graham applied for a Preemption Waiver Certificate to 'about Twenty Acres at *Waiwerawera*', Colonial Secretary Sinclair observed: 'These Springs are said to be included in the Mahurangi purchase'.<sup>61</sup> FitzRoy, however, decided that:

The piece of land which Mr R Graham wishes to purchase, is a spot belonging to the Natives *within* the Government Land but not *belonging* to the Government though *surrounded* by public property  
[emphasis in original]

This suggests that FitzRoy considered Waiwera to have been reserved for Te Hemara. He referred the matter to Clarke who, in his customary fashion, found FitzRoy's contradictory

<sup>56</sup> Clarke minute nd.; FitzRoy minute 13 Oct. 1845, OLC 1/1288. In fact, Te Hemara had participated with Ngati Paoa in the 1840 Kawau transaction. Turton, *Epitome* B622

<sup>57</sup> Heyd'n deed (with Ngati Paoa) 18 May 1845; Subsequent agreement (with Te Hemara & others) 23 May 1845, OLC 1/1258

<sup>58</sup> Clarke memo 5 May 1845; FitzRoy to Sinclair 5 May 1845, OLC 1/1258; cited in Monin, *Gulf Islands*, p. 56

<sup>59</sup> Matson report 7 April 1848, OLC 1/1258

<sup>60</sup> Appendix to Land Claims Commissioner report, AJHR 1863 D-14 p. 92. These islands were specifically identified on Parihoru's 1853 plan. Plan on 1 Nov. 1853 deed, AUC 85

<sup>61</sup> Graham originally claimed only three acres. Graham to Col. Sec. 28 March 1844; Sinclair memo 29 March 1844; Graham to Col. Sec. 7 May 1844, OLC 1/1094

observation 'perfectly correct'.<sup>62</sup> Consequently, Graham negotiated a purchase with Te Hemara Tauhia and others 'of the Ngati Rongo tribe' for a poorly described 'piece of Land called *Waiwerawera*' bounded on the north by the Waiwera river, and on the west by 'the ridge of the Mountain'.<sup>63</sup> By 1847 when Matson investigated the claim, Graham had arranged for a survey of 20 acres around the hot springs. Te Hemara supported his claim as the 'Principal Chief of the Ngati Ranga Tribe', declaring that the Waiwera land 'belonged to me and my Tribe . . .' Matson therefore recommended a 20 acre Crown grant.<sup>64</sup>

Less fortunate were the Smithson family who also claimed land at Waiwera. When Clarke and FitzRoy considered the claim in the name of their three daughters a few months after Graham's, their official minutes stamped disapproval. William Smithson indicated that he had negotiated a purchase with both Te Hemara and Pomare (of Ngati Manu) 'near Mahurangi', without mentioning Waiwera. Clarke responded by saying that 'Pomare, Hemara and others' had a 'Reserve near Mahurangi but I am not aware that they have any land to dispose of in that direction . . .' He added that 'the Whole of those [Mahurangi] Land[s] are Crown Lands'.<sup>65</sup> FitzRoy agreed wholeheartedly with Clarke, writing: 'The land in question is Crown land reserved for the use of the Natives — Not for sale'.<sup>66</sup>

At that time neither FitzRoy nor Clarke knew that the land claimed was alongside Graham's at Waiwera. When this later became evident, they softened their stance. They both recalled having discussed the land with Te Hemara, and Clarke believed that FitzRoy had agreed to allow him to sell part of it.<sup>67</sup> Consequently, the Crown issued three 1845 Preemption Waiver Certificates for the three Smithson daughters.

---

<sup>62</sup> FitzRoy minute 10 May 1844; Clarke minute nd., OLC 1/1094

<sup>63</sup> Graham deed 1 June 1844, OLC 1/1094

<sup>64</sup> Matson report 21 June 1847, OLC 1/1094. See OLC plan 168, surveyed in Sept. 1846 by E Hughs

<sup>65</sup> William Smithson to Col. Sec. 2 Nov. 1844; Clarke minute 7 Nov. 1844, OLC 1/1136-1139

<sup>66</sup> FitzRoy to Sinclair 20 Dec. 1844, OLC 1/1136-1139

<sup>67</sup> Caroline Smithson to Col. Sec. 19 Feb. 1845; FitzRoy to Clarke 21 Feb. 1845; Clarke minute 24 Feb. 1845, OLC 1/1136-1139

Unfortunately for them, although they were able to produce a deed signed by Te Hemara and Pomare, they were unable to obtain a survey. Thus, Swainson disallowed the claims, presumably at Grey's request. When the widow of William Smithson appealed to Commissioner Bell for compensation in 1858, he denied her request.<sup>68</sup>

Although the survey requirement justified the Crown in granting Graham land at Waiwera, and denying the Smithson entitlement, James Busby believed that the Smithsons had been unjustly treated.<sup>69</sup> There was also a degree of public suspicion that Graham had received preferential treatment. As late as 1863 a letter to the editor of the *New Zealander* (signed by 'Truth and Fact') denounced 'Mr Graham's annexation of the Waiwera reserve'.<sup>70</sup>

### The Representation Question

Related to the Crown's difficulties in distinguishing between public and private property in Mahurangi was its continuing failure to provide land claims commissioners with sufficient guidance on how to judge who among Maori had rights to transact different areas. While FitzRoy relied almost entirely on Clarke's advice in scrutinising preemption waiver claims, Clarke had major reservations about the recommendations of commissioners.

In mid 1845 Clarke reported that increasing conflict with Maori throughout the North Island could be attributed to 'early mistakes' in colonial administration. He noted a 'pregnant evil' which he described as 'the absence of any competent authority knowing well the language, habits and usages (ritenga) of the natives, for determining upon disputed titles to land . . .' Commissioners, he maintained, had failed to understand the basis of Maori land rights. All they had been able to determine was:

---

<sup>68</sup> Smithson deed 13 Feb. 1845; Preemption Waiver Certificates (in the name of Caroline, Elizabeth and Lydia Smithson) 11 March 1845; Bell report 29 Dec. 1858, OLC 1/1136-1139

<sup>69</sup> Busby supported a petition by Smithson's widow, stating that he had 'investigated the case' and he was satisfied that 'all the Material allegations . . . may be proved by Official records'. Esther Smithson petition nd., OLC 1/1136-1139

<sup>70</sup> *New Zealander* 1 June 1863. On prices paid by the claimants, see Figure 2: Mahurangi-Mangawhai Old Land Claims.

that various Europeans have made purchases from certain natives: but whether those natives had a right to sell, or how it was acquired, is still in the majority of cases quite a matter of doubt. Nearly all the quarrels amongst the natives themselves originate in disputes about land . . . and until some well digested system is brought to bear upon these constantly occurring disputes, our tranquillity can never be permanent; nor can we make any great progress in legislating for the natives, until these disagreements are made amenable to fixed principles, based upon the ancient and established usages of the people.<sup>71</sup>

This was a sobering observation from the man who was supposed to have provided the kind of expertise he deplored the absence of. In a way, his comments amounted to a stunning confession, and an indictment of the whole process by which the Crown investigated Old Land Claims. In the absence of good advice on the question of Maori representation, the Crown was bound to lurch from one dispute to another.

### **Matakana dispute 1845**

An example of how commissioners had failed to deal with a question of Maori representation arose in the Millon and Skelton Matakana claim. Millon had negotiated his pre-Treaty transaction there with the same Hauraki chiefs who featured in the 1840 Kawau transaction and 1841 Mahurangi Crown purchase. Te Parawhau, Ngati Hine and Kawerau interests soon asserted themselves in the person of Parihoru, Tauwhitu and Koukou. In early 1845 they muru'd Millon and his employee, George Patten, at Matakana. The Crown retaliated by proclaiming that until Maori compensated 'Mr Millon and others, at Matakana' for their losses, the Crown would not waive preemption there. The Crown called for the perpetrators to be 'delivered' and offered a £150 reward for this.<sup>72</sup> Later Patten reported Maori 'robed [sic] me of everything I possessed' at Matakana. He claimed compensation because the Maori involved subsequently told him 'that the Government got land as compensation for their Lawless conduct'.<sup>73</sup> FitzRoy, indeed, told Sinclair to consider Patten's request when the 'Whangarei

---

<sup>71</sup> Protector's report (encl. in FitzRoy to Stanley 17 Sept. 1845) 1 July 1845 BPP 1846 (337) pp. 134-135

<sup>72</sup> Proclamation (encl. in Gipps to Stanley 17 Feb. 1845) 8 Jan 1845 BPP 1845 (517-II) p. 4; *New Zealander* 19 Nov. 1845

<sup>73</sup> George Patten to Col. Sec. Oct. 1845, IA 1/1845/1785

Natives' gave up their land 'in consequence of the robberies at Matakana . . .'<sup>74</sup>

As previously indicated, the Crown took land near Marsden Point (or the south head of Whangarei Harbour) as compensation for the Matakana muru. The paucity of documentation makes it exceedingly difficult to calculate the Crown's intent. Crown officials should have investigated the causes, as well as the consequences, of the Matakana muru. Furthermore, they should have viewed the primary issue as the right of Parihoru, Tauwhitu and Koukou to represent their respective tribal interests in dealing with Millon and Skelton at Matakana. The available evidence suggests the Crown failed to recognise this right, and failed to disclose the grounds for taking land almost 70km to the north at Marsden Point.<sup>75</sup>

### **Kawau disputes 1846-1856**

The first Kawau dispute arose out of a transaction negotiated by Henry Tayler on behalf of James F Beattie in 1840. Since this case is one in which the Old Land Claim file is missing, again, some details (such as the precise date) are missing. The public notice advertising the claim for hearing revealed that Beattie claimed the entire island (later surveyed at over 5,000 acres) as having been purchased 'from the Native Chiefs of the tribe Ngatipaoa'. Signers of the deed included Kahukoti, Paora, Hohepa Wakarue, but also 'Hemaraha'. This appears to indicate that Te Hemara Tauhia of Ngati Rongo/Kawerau participated, along with Hauraki interests, as he would in the 1845 Heyd'n Mahurangi islands transaction.<sup>76</sup>

Apparently Godfrey recommended 'No Grant' to Beattie, but FitzRoy overruled the commissioner and granted 'the entire island', the full extent of the claim.<sup>77</sup> Beattie then on sold

---

<sup>74</sup> FitzRoy to Sinclair 28 Oct. 1845, IA 1/1845/1785

<sup>75</sup> I am indebted to Marina Fletcher of Nga Hapu o Whangarei for alerting me to the Crown's 'confiscation' of land at Takahiwai in retaliation for the Matakana muru. The approximately 1,000 acres taken is described on the Takahiwai Crown purchase plan as 'Land surrendered to the Govt. For Parihoru's Robbery at Matakaka [sic]' on 7 July 1854 deed, AUC 304 (TCD I: 136-137)

<sup>76</sup> Hearing notice 25 May 1842, Turton Epitome B622; Heyd'n deed 18, 23 May 1845, OLC 1/1258

<sup>77</sup> Gov. Grey to Earl Grey 17 April 1847, BPP 1847-48 (892) pp. 26-27. Without access to the original OLC file, it is not possible to say why Godfrey recommended 'No Grant'.

the island to John Taylor who established a copper mine there. In 1846 Taylor discovered that the Crown had granted 27 acres to Whitaker and Heale 'below high water mark' at Kawau. He strenuously protested this grant which would restrict access to his copper mine.<sup>78</sup>

While Taylor appeared to have a strong case, Grey had chosen to discredit the actions of his predecessor, FitzRoy, by focusing on the deficiencies of the original grant. Grey attacked the way in which FitzRoy regularly overruled commissioners, particularly in increasing the grants recommended for CMS missionary claimants.<sup>79</sup> Grey also alleged that FitzRoy's grants regularly denied Maori rights to specific areas such as kainga. He therefore took advantage of a Ngati Paoa protest which claimed that they had sold only part of Kawau, not the entire island. Ngati Paoa hoped that Grey would honourably resolve the dispute.<sup>80</sup>

Maori objections to claims like this convinced Grey that FitzRoy's entire approach to Old Land Claims was wrong. In the Kawau case he believed 'there can be no doubt that this island was illegally granted . . .' Consequently, he referred the question of its legality to the Supreme Court.<sup>81</sup> Although the Supreme Court found in favour of the claimants in both *Queen v Taylor* (the Kawau case), and in *Queen v Clarke* (in which the former Protector was the defendant), Grey had already decided to legislate along the lines suggested by Swainson in 1848.<sup>82</sup> The 1849 Crown Titles Ordinance gave claimants like Taylor at Kawau the incentive to survey their claims in an attempt to obtain secure grants.<sup>83</sup> Of course, this did nothing to satisfy Ngati Paoa's claim. Their hope that Grey would resolve the Kawau dispute was a vain one. The 1849 Ordinance put the burden of proof regarding unextinguished Maori title on the shoulders of Maori, not on those

---

<sup>78</sup> John Taylor memorial (encl. in Gladstone to Grey 20 Feb. 1846) 13 Feb. 1846; Taylor memorial (encl. in Gladstone to Grey 21 Mch. 1846) 19 Mch. 1846 BPP 1846 (337) pp. 161-163. 165

<sup>79</sup> See, for example, his criticism of the Kemp grants. Grey to Gladstone 24 June 1846 BPP 1847 (837) pp. 42-43

<sup>80</sup> Ngatipaoa to Governor (encl. in Grey to Grey 17 Apr. 1847) 8 Apr. 1847 BPP 1847-48 (892) p. 29

<sup>81</sup> Grey to Grey 17 April 1847 BPP 1847-48 (892) pp. 26-27

<sup>82</sup> Swainson to Col. Sec. 25 July 1848, OLC 1/453

<sup>83</sup> Taylor apparently surveyed the island, because Bell gave the precise acreage in his 1863 appendix. Nonetheless, he evidently did not file on OLC plan. Bell appendix, AJHR 1863 D-14 p. 75



of the European claimants. At a time when few Maori had access to the Courts, this denied them substantive justice.<sup>84</sup>

Hauraki Maori continued to feature in Kawau history. In March 1856, Te Tawera, a hapu of Ngati Pukenga, stole 107 barrels of gun-powder from the Kawau Mining Company. Some of those implicated, according to Governor Browne, were 'very violent, and have fired at effigies of HM the Queen and Her representative'. He thought the incident was further 'proof of the still unsettled habits of the natives'.<sup>85</sup> Monin puts the incident down to a protest against the 1846 Arms and Ammunition Ordinance which prohibited the sale of gunpowder and firearms to Maori.<sup>86</sup> In explaining the incident to Browne, a Tawera representative wrote from Manaia:

Lo, it was the fear of some of the elder people [which led to the incident] . . . This was the cause of the fear, namely, keeping the guns and powder for the Europeans solely, who are becoming so numerous in New Zealand. The thoughts of our elder people are that the natives will soon be destroyed, as were the black people of some places far off . . . On this account, O Father, they are fearful . . . on this account they were tempted to steal the powder which was lying carelessly at Le Nawan [Te Kawau].<sup>87</sup>

Browne successfully brought Te Tawera to heel, but only after a seven month stand-off. The *Southern Cross* reported in November that the Hauraki offenders returned 80% of the stolen casks. They also forfeited, at the Governor's insistence, two of the vessels employed in the robbery. Browne was convinced that 'the theft was intended and declared to be an act of defiance to the Government, and the offenders had numerous assurances of support from persons of influence in several other tribes'.<sup>88</sup> Although the incident may have had nothing to do with land claims, Te Tawera had claims in the Omaha area north of Kawau. After 1856 they sought sanctuary at the Catholic mission on the North Shore, and they did not return to their Hauraki

---

<sup>84</sup> On the denial of effective access to the Courts during the 1850s, see the views of Grey's Attorney General before 1853. William Swainson, *New Zealand and its Colonisation* Smith, Elder & Co, London, 1859, pp. 176-177

<sup>85</sup> Browne to Labouchere 26 April 1856 BPP 1860 (2719) p. 399

<sup>86</sup> This is the gist of a section entitled the Kawau gunpowder robbery in Monin's forthcoming book on 19th century Hauraki. I am indebted to him for this information.

<sup>87</sup> Wiremu 'Le Mamange' to Browne 22 May 1856, BPP 1860 (2719) pp. 232-233

<sup>88</sup> Browne to Labouchere 18 Nov. 1856 BPP 1860 (2719) pp. 407-8

home, Manaia, until 1863.<sup>89</sup>

Meanwhile, Taylor's coppermine on Kawau had become uneconomic, and in 1862 Governor Grey bought the entire island for £3,500. This allowed him to invite 200 Waikato prisoners there as his guests in 1864.<sup>90</sup> After 1864 the story of Maori claims on Kawau almost fades from the record. With the 'good Governor' in residence Maori undoubtedly desisted from pressing their claims with the urgency of the 1850s. Nonetheless, Resident Magistrate Rogan's letterbooks contain a cryptic reference in 1872. He forwarded copies of Grey and Te Hemara's letters 'regarding a dispute with the Natives in the neighbourhood of the Kawau'.<sup>91</sup>

### **Whangateau dispute 1847-1858**

In addition to their participation in the Matakana dispute following the 1845 muru, Parihoru and Tauwhitu also participated in a protest about their exclusion from an 1839 transaction east of Matakana. Like the 1839 Millon transaction, William Webster negotiated his 'Point Rodney' claim with Hauraki people, ignoring the interests of Te Parawhau, Ngati Hine, Kawerau and Ngati Manuwhiri represented by Parihoru and Tauwhitu.<sup>92</sup> Like the 1840 Kawau transaction, too, this case became the subject of protracted litigation. The fact that the Webster case ended up before an international arbitration tribunal in Geneva during the 1920s may explain why the Rodney claim file, like the Kawau one, is missing from the National Archives.<sup>93</sup>

Webster's Rodney claim resulted in the Crown granting him 1,944 acres at Whangateau

---

<sup>89</sup> W Coveney to Bishop Pompallier 1 Sept 1863; Pompallier to Min. Native Affairs 17 Sept. 1863 AJHR 1863 E-9a pp. 5, 7

<sup>90</sup> Rutherford, Grey, pp. 507, 665

<sup>91</sup> Unfortunately, Rogan did not record in his letterbook what Grey and Te Hemara wrote about the Maori concerned. Rogan to Pollen (Gen. Govt. Agt., Auckland) 30 Sept. 1872, BADW 530

<sup>92</sup> Since Tauwhitu was buried at Mangakahia, I am assuming he had Ngati Hine connections. According to Roi McCabe, Parihoru was Manuwhiri, as well as Te Parawhau and Kawerau. Pers. comm. Roi McCabe, 23 Feb. 1998

<sup>93</sup> On the details of Webster's many claims, see Mathew Russell's description of them in Moore, Rigby and Russell, *Old Land Claims* Rangahaua Whanui National Theme report, pp. 99-124

in 1844. He subsequently sold this rectangular grant surrounding the harbour to Ranulph Dacre.<sup>94</sup> Dacre, who had led the Browne spar expedition to Mahurangi in 1832, employed a number of sawyers on his Whangateau grant during the 1840s. According to Dacre's agent, Parihoru and Tauwhitu told him that Webster had earlier promised them £200 worth of goods. In 1847 they threatened to confiscate £300 worth of timber. The basis of their case was that Webster originally purchased the land 'from the Thames natives, who do not recognise' other Maori claims.<sup>95</sup>

Dacre's agent, Frederick Peppercorne, surveyed the grant to include both sides of the Whangateau Harbour as far west as the Omaha river, and as far east as Ti Point. His undated survey clearly showed a 'Native Settlement' on the western side of Ti Point, within the boundaries of the grant.<sup>96</sup> The most significant feature of the plan, however, was a subsequent pencilled note indicating that Dacre was seeking compensation from the Crown because the 'Natives refuse to give him possession'. Bell confirmed this in his 1863 summary table of claims. In this he recorded that because 'The Natives having encroached on the boundary[,] Dacre has applied for compensation'.<sup>97</sup>

The surveyed Dacre grant came within the boundaries of the 1858 Pakiri South Crown purchase. A pencilled outline of the rectangular grant boundaries are clearly visible on the original plan, though Turton chose not to include them in his copy of it.<sup>98</sup> Soon after 1858, McLean instructed Rogan to investigate 'Tawhиту's claim to a piece of land. . .' at Whangateau 'within an old purchase'. Rogan reported that he discussed the matter with Tauwhitu :

who was on his way to Auckland to arrange with Mr. Dacre, the proprietor, and [in an effort to?]

---

<sup>94</sup> Bell appendix, AJHR 1863 D-14 p. 55; Russell, *Old Land Claims*, pp. 100-102

<sup>95</sup> F Peppercorne to JJ Symonds (encl. in above) 14 Apr. 1847, BPP 1847-48 (892) p. 28

<sup>96</sup> OLC plan 154. This undated Peppercorne Whangateau plan shows all the inland areas as 'Thickly Timbered'.

<sup>97</sup> Bell appendix, AJHR 1863 D-14 p. 55; OLC plan 154. There are, in fact, two plans with this number. The second was apparently surveyed by Charles Heaphy. It does not show the 'Native Settlement' at Ti Point

<sup>98</sup> Pakiri South plan, AUC 111. Turton also dated his plan 1 March 1858, but the original is undated. H Hanson Turton comp., *Plans of Land Purchases of the North Island* . . . Vol. I, George Didsbury, Government Printer, Wellington, 1877. Turton did not require the Government printer to number the pages in this volume.

secure possession of the land. As this place has been purchased many years ago, and included in the late Pakiri purchase, in the payment for which Tawhиту participated, I cannot see what claim the natives can have to this place except by occupation. At the same time, there are several plantations and houses on the land, and the natives have had undisturbed possession of the land for ten years, I submit that it would be very desirable to make some arrangement with Mr. Dacre, in order to secure the natives in possession of their homes.<sup>99</sup>

Thus, Rogan admitted that Maori continued to occupy the land, and he believed that they had a right 'to secure . . . possession of their homes'.

Unfortunately, the Crown later appears to have confused the Parihoro-Tauwhitu Whangateau dispute based on their exclusion from Webster's pre-Treaty transaction with Te Kiri-Te More's Omaha dispute with the Crown. The two disputes were not unrelated, in that the Omaha area evidently included parts of the Whangateau grant. The main difference, however, was that Te Kiri and Te More (of Ngati Rongo, Kawerau and Ngati Manuwhiri) objected to the inclusion of their kainga in the 1858 Pakiri Crown purchase.<sup>100</sup> In any case, the Crown apparently failed to settle either of the two disputes.

The Crown referred outstanding Old Land Claims to Native Land Court Judge Frederick Maning during the 1870s. He noted in relation to the Whangateau grant that it was 'Not purchased from right owners'.<sup>101</sup> The official record on Whangateau between the 1870s and 1925 is almost non-existent. Henare Pitimana's 1925 petition on the 'Pikiomaha Block' on the north side of the Whangateau harbour, ie. within the boundaries of the disputed grant, once more brought the dispute to the Crown's attention.

The House Native Affairs Committee referred this petition to 'the Government for consideration'.<sup>102</sup> The Sim Commission on 'Confiscated Land and other Maori Grievances' investigated it in 1928. The commission reported that Pitimana claimed rights to the land through his descent from Tauwhitu, but it failed to discover the dispute about the Webster/Dacre

---

<sup>99</sup> Rogan to McLean nd., AJHR 1861 C-1 p. 90

<sup>100</sup> McLean to Churton 30 Aug. 1858; Rogan to McLean 28 Sept. 1859, Turton Epitome C 142-143

<sup>101</sup> 'Schedule shewing names of persons whose claims have been preferred before the land Claims Commr' nd (signed FE Maning), OLC 4/22

<sup>102</sup> Report on Pitimana petition 3 Sept. 1926, AJHR 1926 I-3 p. 10. The petition simply requested an 'inquiry into the title to the Pikiomaha Block'.

grant there. Instead, it reported that Tauwhitu had 'disposed of' all his interests in 'all Mahurangi' in signing the 1 November 1853 Crown purchase deed with Parihoru. As far as the commission was concerned, Tauwhitu and Parihoru claimed 'a block south of the Whangateau Harbour', but Pikiomaha was on the northern side of the harbour. Though this was correct, the commission completely confused a grievance which had grown out of a pre-Treaty transaction with one that had grown out of an overlapping Crown purchase. According to the commission's report, Pitimana claimed everything between the harbour and the northern boundary of the 1853 purchase, an area estimated to be 7,000 to 8,000 acres. The Commission found:

no reliable evidence to support this claim, while the documents produced showed that over eighty years ago [in 1841] the Crown purchased the whole block of land from Takapuna to Rodney point, and that the Pikiomaha Block was included in that purchase.<sup>103</sup>

All that can be said about the commission's report is that it completely misunderstood the basis of Pitimana's claim. In defence of the commission, however, Mr Steadman, Counsel for Pitimana, had not discovered the historical origins of his client's claim either. Steadman told the commission that Pitimana claimed as a descendant of Tauwhitu who had lived at Pikiomaha until his death in 1878.

Shortly before he [Tauwhitu] died he . . . pointed out the boundaries of the block which he claimed was his. These people [Tauwhitu's kin] were living there but they knew nothing of any sale. This chief [Tauwhitu] never informed them of any sale of land, and it was only after he died that they found there was a deed of sale signed in 1853 ceding a great portion of the land, 8,000 acres.<sup>104</sup>

Steadman then stated: 'There were two sales of this settlement [presumably Pikiomaha]'. The first, he said, was the 1841 Mahurangi purchase, and the other was that with Tauwhitu and Parihoru in 1853. Thus Pitimana's own counsel led the commission to believe that their grievance was based on two Crown purchases, rather than on a pre-Treaty transaction.<sup>105</sup>

Steadman did raise the representation question by indicating that Hauraki people had no right to sell the land of his clients in 1841. The Pitimana whanau, according to Steadman, said their land 'was owned by Ngapuhis and they did not sell'. Since Steadman, again, was referring

---

<sup>103</sup> Report on Petition No. 51, Royal Commission on Confiscated Lands and Other Grievances AJHR 1928 G-7 p. 34

<sup>104</sup> Sim commission proceedings, MA 85/2 p. 448

<sup>105</sup> Proceedings, MA 85/2 pp. 448-449. Both 'Henry and Joseph Pitman' testified before the Sim commission, but it failed to record their evidence in its proceedings.

to Crown purchases, not the disputed Whangateau Crown grant, this argument did not carry much weight with the commission. Crown counsel, Vincent Meredith, could refer to Mahurangi Crown purchases with those left out of the 1841 transaction, including Tauwhitu. He referred specifically to the 'second wave' of Crown purchases in 1853-1854 as 'cleaning-up' deeds. According to Meredith they:

completed the purchase from all the interested parties in that large [Mahurangi] area, included amongst which is the area owned by Tauwhitu [probably referring to the 'Portion owned by Parihoru' on his 1853 plan], which has been transferred [to the Crown].<sup>106</sup>

Thus, it appears that the Whangateau dispute was never properly investigated in either the 19th or the 20th century. The dispute was about a pre-Treaty transaction, not subsequent overlapping Crown purchases. The source of the Crown's confusion was its apparent inability to distinguish the boundaries between its own property, and the property claimed on the basis of either pre-Treaty transactions, or Preemption Waiver claims.

In conclusion, what bearing did the Crown's investigation of Old Land Claims have on Crown purchase in Mahurangi? Generally, Crown purchases ignored the existence of pre-Treaty transactions, unless they referred to them in the deed. Even if the purchase deed referred to such transactions, however, they were largely ignored. For example, the original 1841 Mahurangi Crown purchase deed excluded places 'disposed of formerly', but when Crown officials sketched the entire area three times in 1853-1854, they omitted reference to most private claims and grants. None of these plans identified the Dacre Te Weiti, the Beattie Kawau grants or the numerous Tayler claims. Parihoru's 1853 plan did identify both the Millon-Skelton Matakana grant, and the Dacre Whangateau grant (the latter in pencil).

The same pattern repeated itself with preemption waiver claims. In 1859 Commissioner Bell indicated that the overlapping Te Weiti preemption waiver claims made the 1851 Pukekohe Crown purchase unnecessary. He could have said the same about the nearby 1857 Waiparaheka purchase. Nonetheless, many Crown purchases overlapped with Old Land Claims, apparently

---

<sup>106</sup>

Proceedings, MA 85/2 pp. 449-451. Had Meredith presented original deeds and plans, rather than Turton's incomplete copies of them, the commission would have seen a pencilled outline of the disputed Whangateau grant on Parihoru's plan, AUC 85. The Whangateau grant was also pencilled into the original Pakiri South plan, AUC 111. Turton omitted both from his copies of both plans. 'Mahurangi Block, 1 Nov. 1853' and 'Pakiri No. II, 1 March 1858', Turton Plans Vol. 1.

because officials believed that the claims failed to extinguish Native title in a full and final way (see Figure 1: Mahurangi-Mangawhai Old Land Claims and Crown Purchases).

## **Chapter 5: Changes in Crown purchase policies 1840-1881**

Crown purchase policies prior to 1865 went through about four major changes, and each of these changes had a marked effect on the relations between the Crown and Mahurangi Maori. The first phase of Crown purchasing was that carried out by the Protector of Aborigines between 1840 and 1842. The second was a period characterised by the lack of a clearly defined purchase system between 1843 and 1853. The third was from 1854 until 1860, when Donald McLean established his system. Finally, after the Crown's withdrawal from direct purchasing from 1865 until 1870, it re-entered the market. This final phase affected Mahurangi in what was the 1873-1881 Pakiri North purchase.

### **Protectorate purchases 1840-1842**

Clarke described his approach to purchasing in a letter to Hobson soon after his appointment as Protector. He wrote that his Crown purchase instructions should always specify:

- (1) the quantity required, (2) the district in which required, (3) the maximum to be paid per acre, and
- (4) the proportion to be reserved for Natives.

He also wanted Hobson to instruct him on the Native Reserves required in each Crown purchase:

whether it might not be desirable to make some reserve in every district where the purchase exceeds, say 20,000 acres. [This]. . . would materially affect the Natives at a future time, securing a land fund to carry out the philanthropic views of the Government towards the aborigines.

On surveys, Clarke believed that 'some pains should be taken to ascertain the boundary line'. He wanted to employ four Maori at £80 per year to do this. He also anticipated that there 'may be considerable demands upon me [and these Maori]' to settle 'disputes between Natives and European settlers'.<sup>1</sup>

If judged by the quantity of land purchased during his years as chief Crown purchase agent, Clarke's record was unimpressive. A balance sheet produced by Felton Mathew in 1843 indicated that cash payments for Mahurangi transactions during 1840-1842 accounted for almost

---

<sup>1</sup> Clarke to Col Sec 28 July 1840, Turton Epitome C147



half the total Crown purchase expenditures.<sup>2</sup> The Crown's failure to adequately fund Clarke's purchase activity undoubtedly contributed to his failure to complete payments to the multitude of Maori with rights in Mahurangi. Although Clarke's Auckland purchases, in particular, helped generate £40,000 in land revenues, the Crown spent only 10% of this figure on new purchases during 1840-1842.<sup>3</sup>

Clarke was never under any illusions about the difficulty of purchasing large areas from Maori. He reported in 1841:

The equitable purchasing of a tract of country, even under the favourable circumstances of knowing the languages and customs of the natives, has always been attended with great difficulty . . . During the year I have made two or three important purchases of land . . . which however have led to various remarks among the natives, more or less prejudicial to my duties as chief protector . . . On this point I have been unable fully to satisfy them, great pains having been taken by inconsiderate Europeans to show them the incompatibility of the two duties, as well as the great disproportion between the price the govt. gave for their lands, and the amount they realised when resold.<sup>4</sup>

Hobson, by late 1841, was prepared to admit that Clarke's role as chief Crown purchase agent 'interferes in some measure, I fear, with his conservative vocation of protector . . . there is no natural connexion between the office of a land commissioner who buys land for the Government, and that of protector of the rights and liberties of the aboriginal proprietors of the soil'. Hobson believed Maori were a 'shrewd people' who suspected ulterior motives. He therefore asked the Colonial Office to remove 'this anomaly' by relieving Clarke of his Crown purchase duties.<sup>5</sup>

It took almost a year for the Colonial Office to grant Hobson's wish, and for his immediate successor, Willoughby Shortland, to instruct Clarke accordingly. On 31 December

---

<sup>2</sup> Of the total of £2,290, Mahurangi cash payments came to £1,043 (not including the stores and livestock exchanged, valued at £1,755, but not itemised by purchase). Felton Mathew (Commissioner. of Audit) report 15 Sept 1843, Turton Epitome C153

<sup>3</sup> Return of Revenue and Expenditure 1840-1842, BPP 1844 (328) p. 6

<sup>4</sup> Chief Protector's report (encl. in Hobson to Sec. of State 15 Dec. 1841) 30 Sept. 1841, BPP 1842 (569) pp. 189-190

<sup>5</sup> Hobson to Sec. of State 15 Dec. 1841, BPP 1842 (569) pp. 188-189

1842 Clarke was relieved of his Crown purchase duties.<sup>6</sup>

### Policy or drift 1843-1853?

For almost a decade after relieving the Protectorate of purchase duties, the Crown appeared to drift along without a formal system of purchase in the North. Upon relieving Clarke of his responsibilities, Shortland proposed using the Protectorate to scrutinise future Crown purchases. The Surveyor-General was to replace Clarke as chief Crown purchase agent, but the Protector was to determine:

- [1] Whether the Natives are disposed to sell the land, and
- [2] What reserves you consider necessary to be made for their benefit. . .

Other Maori with interests in the land in question were to be given an opportunity to present their claims before the purchase boundaries were surveyed. Only then would negotiations begin in earnest. Shortland believed that the Protector was indispensable 'in cases of long-existing feuds, arising from lands. . .disputed by two tribes'. He expected Clarke 'to recommend for purchase by the Government the lands in dispute, as a means of setting at rest such contentions . . .'<sup>7</sup> While this was a very elaborate proposal it was never put into practice, either by Shortland, or by FitzRoy, his successor.

Shortland apparently believed that repeated purchases like those in Mahurangi from 1841 to 1845 helped resolve rather than exacerbate tribal conflicts. By 1843 Clarke had become less optimistic about his role as a mediator. In fact, he became convinced that large scale purchases would almost inevitably exacerbate conflicts. He wrote that 'large blocks of country could not possibly be obtained without prejudicing the interest or coming in contact with the prejudices of some of the tribes'. Furthermore, he believed that Maori could not afford to alienate large areas without injuring themselves.

They can dispose of small portions of land without embroiling themselves with their neighbours, and with manifest advantage, but in attempting to dispose of large tracts of land they are certain either to injure themselves or to come into collision with others.

---

<sup>6</sup> He was instructed to complete purchases under negotiation. William Connell (for Col Sec) to Clarke 25 Nov. 1842, Turton Epitome C152

<sup>7</sup> Connell to Clarke 29 Dec. 1842, Turton Epitome C152

Clarke reminded his superiors that ever since the Crown announced an intention to purchase only large contiguous blocks:

the only instance of a large block having been offered for sale —viz., that by Kaihau [at Manukau], has revived old and bygone animosities between two tribes.

The Natives are not only *not* willing, but cannot by any means be induced to part with their paternal possessions, which in general are the best lands, both for soil and situation, the country contains; and I hesitate not to say that the overplus [surplus] lands at present in the hands of the Natives, of really a valuable and desirable character, can only be acquired by a gradual process of small purchases [emphasis in original].<sup>8</sup>

Although Governor Grey effectively abolished the Protectorate in 1846, and began a vigorous Crown purchase effort in the province of New Munster (south of Taupo), he did not replace Shortland's proposed system with anything consistent in New Ulster. After 1846 Grey delegated authority for conducting Crown purchases north of Taupo to Native Secretary Nugent and Surveyor General Ligar. This proved to be an arrangement even less effective than the Protectorate purchases when measured in acreage terms. Between 1846 and 1849 (inclusive) the Crown claimed to have purchased only 49,159 acres in New Ulster, while between 1840 and 1842 (also inclusive) it claimed to purchase 44,300 acres in the same province.<sup>9</sup> The Crown claimed to have purchased most of this in the immediate vicinity of the colonial capital. The word 'claimed' is used advisably, because most of the 1840s purchases were poorly surveyed and the acreage figures were often nothing but estimates.

Crown purchase activity increased after 1850, but, again, Grey failed to establish any system in the North. For example, in 1851 the Crown sent survey staff members, James Baber and George Swainson, to negotiate two purchases with Ngati Whatua at Te Weiti. They purchased two adjoining areas which overlapped the previously established Old Land Claims of Tayler (453), Hatfield (1276), Buckingham (1260) and Williamson (1261) there.<sup>10</sup> Commissioner Bell later reported that:

The Pukekohe purchase indeed seems to have been unnecessary, as the Government appear to have assumed in May 1850 when they paid Buckingham £20 [in compensation for his Te Weiti claim] that

---

<sup>8</sup> Clarke to Col Sec 1 Nov. 1843, Turton Epitome C154

<sup>9</sup> These figures are derived from the unpublished pre-1865 Crown purchase database compiled by Michael Harman and myself for the Rangahaua Whanui programme in 1993-1995.

<sup>10</sup> Pukekohe deed 10 Dec. 1851, AUC 103; Pukekauere deed 27 Dec. 1851, AUC 62 (TCD I: 253-255)

the native title had been extinguished.<sup>11</sup>

In examining four similar Crown purchases negotiated with Ngati Whatua in neighbouring areas of Kaipara, Alemann concluded that they were all negotiated with a few chiefs. He questioned whether these chiefs acted 'in the name of the communal owners . . . or did they just happen to be there?'<sup>12</sup>

Generally, Crown purchasing between 1843 and 1853 appeared to be characterised by drift rather than design. John Grant Johnson approached his tasks at Whangarei with a certain amount of purpose when he began the 1853-1854 Mangawhai-Mahurangi purchases. His sense of purpose, however, may have been attributable to his own initiative. The historical record fails to disclose that his superiors, Nugent and Ligar, provided him with any clear guidance or instructions on the system to be employed.<sup>13</sup>

### **McLean's system 1854-1860**

When Donald McLean succeeded Nugent as Native Secretary in 1854, he soon attended to the Crown's lack of a systematic approach to purchasing which had plagued the previous decade. Well before the so-called 'Compact of 1856' by which the Crown committed itself to accelerated purchases funded by a £500,000 imperial loan, McLean put a new system in place.

McLean began this process by instructing his subordinates that 'the increasing demand for land by the European inhabitants of this [Auckland] Province' required them to adopt without delay the 'necessary . . . measures . . . to acquire additional tracts of country from the Natives'. Johnson and other purchase agents were to use the

---

<sup>11</sup> Bell report 15 Oct. 1859, OLC 1/1276; cited in Alemann, Ngatiwhatua Tribal Area, p. 70

<sup>12</sup> Alemann also criticised the low prices paid, and the poor plans attached to the deeds. Alemann, Ngatiwhatua Tribal Area, pp. 51-53

<sup>13</sup> The only document resembling Nugent or Ligar's instructions to Johnson is the Surveyor General's 1853 recommendation that he be sent to Waiwera to resolve a timber dispute. Ligar to Col. Sec. 14 Aug. 1853, IA 1/1853/2099. His only instruction on the Waipu-Mangawhai purchases appears to be in Sinclair to Johnson 7 Nov. 1853, Turton Epitome, C55

*utmost exertion to acquire from the Natives the whole of their lands within this District, which are not essential for their own welfare, and that are more immediately required for the purposes of colonization [emphasis added].*

McLean apparently attributed the pattern of repeated purchases of the same land in areas such as Mahurangi to Maori 'infidelity'. He urged Johnson to 'by a careful, steady, and systematic arrangement of their claims', inculcate in Maori 'a clear understanding respecting the external boundaries of the lands they dispose of, and the blocks they retain for their own use . . .' By this means, McLean hoped that 'dishonest' repeated purchases could be avoided.

He stressed the importance of setting aside Native Reserves within purchased areas, and on individualising title to those reserves. Finally, he cautioned his subordinates that the 'utmost exertion' he called for should be leavened with appropriate caution.

In any treaty with the Natives for the cession of their lands, it is most desirable that they should fully comprehend its nature, and the boundaries should be inserted with the greatest possible care, and in general they should be read aloud three times in the presence of the Natives, whose assent should be unanimously given before appending their signatures to the transfer.<sup>14</sup>

Johnson appears to have followed these instructions conscientiously in negotiating the 1854 Wainui and Ahuroa-Kourawhero purchases. Perhaps he was too cautious for McLean's liking, because he completed no further purchases south of Waipu before 1857. In that year McLean put Rogan in charge of Kaipara and Mahurangi purchases, while Johnson continued to operate in the Whangarei area. In instructing Rogan to take over Johnson's Crown purchase activities throughout the Kaipara district (which included Mahurangi), McLean emphasised the importance of proper surveys and 'ample' reserves.<sup>15</sup>

### **Johnson on conquerors and original proprietors**

Although Rogan stepped up the pace of purchasing after 1857, Johnson left an enduring legacy in that during his Mahurangi years he made a major effort to distinguish the sources of

---

<sup>14</sup> McLean to Johnson 18 May 1854, AJHR 1861 C-1 pp.52-53

<sup>15</sup> McLean to Rogan 31 Jan. 1857, Turton Epitome C101

Maori land rights. He attempted to distinguish between rights based on ancestry, those based on residence, and the rights of conquerors, in his Crown purchase negotiations. At Mangawhai in 1853 he initially treated Te Uri o Hau residing at Otamatea as exercising ancestral rights, while Tirarau's Te Parawhau represented conquerors.<sup>16</sup> On further investigation, however, he found that Mangawhai 'native claims are fraught with more difficulty than I had [previously] anticipated . . .' No fewer than 12 groups claiming ancestral rights at Mangawhai appeared at a Pakiri meeting attended by over 100 Maori.<sup>17</sup> At Ruakaka and Waipu, north of Mangawhai, Johnson again recognised residents' rights in the knowledge that only the so-called conquerors had participated in Busby's pre-Treaty transactions there.<sup>18</sup> In the end, Johnson paid Tirarau £100 for his rights at Mangawhai more as an acknowledgement of his political influence, than in recognition of his rights as a conqueror.<sup>19</sup>

Johnson went through the same sort of historical analysis in preparing his Mahurangi purchases. For example, the 'cogent reasons' for his 1854 Ahuroa-Kourawhero purchase included a careful discussion of the sources of Maori rights throughout Mahurangi. He believed that in 1841 the Crown recognised Ngati Paoa and Nga Puhi rights derived from conquest followed by occupation. On the other hand, 'the descendants of the Kawerau and Ngaitahu[hu] who are the *roots of the soil* were not directly treated with at all, and were, at that time, too obscure, and persecuted by their more powerful neighbours, to urge their own cause [emphasis in original]'. Whether or not Johnson's analysis was sound, at least he recognised that those with ancestral rights remained 'on their land which had been sold to the Queen. Hemara taking possession of a part of Mahurangi, and Parihoru, in a similar way, a portion of Matakana'. Those with rights based on both ancestry and occupation, therefore, had to be dealt with in subsequent Mahurangi negotiations.<sup>20</sup>

---

<sup>16</sup> Johnson to Col. Sec. 12 Dec. 1853, Turton Epitome C55-56

<sup>17</sup> Johnson to Col. Sec. 31 Dec. 1853, Epitome C57

<sup>18</sup> Johnson to Col. Sec. 6 Jan. 1854, Turton Epitome C57

<sup>19</sup> Johnson to Col. Sec. 20 March 1854, AJHR 1861 C-1 pp. 47-48

<sup>20</sup> Johnson to McLean 10 June 1854, AJHR 1861 C-1 pp. 54-5

McLean, too, took the sources of Maori rights seriously. A few months later he requested information from his subordinates on 'Native claims' both for the benefit of the Crown and 'for the future well-being of the Natives. . .' He wanted this information gathered 'under the following heads:

- 1st. The original and derivative rights of conquest.
- 2nd. The rights of occupancy by permission of owners.
- 3rd. How these rights originated.
- 4th. The division or boundaries between the different tribes inhabiting the country between the North Cape and the district of Auckland.<sup>21</sup>

When Johnson came to consider Maori rights north of Point Rodney, he had to advise his superiors that the 1841 purchase did not extinguish Kawerau and Ngai Tahu rights there either. He thought Ngati Paoa and Nga Puhi, as conquerors, had only a 'very questionable' claim north of mid Mahurangi. This northern area included no fewer than 80,000 acres later purchased in the two Pakiri and Waikeri a wera transactions, all within the original Mahurangi Crown purchase boundaries.<sup>22</sup>

When Johnson appeared before the 1856 Board of Inquiry on Native Affairs, he reiterated how carefully he approached purchase negotiations. He indicated that:

After the lands are surveyed, the natives frequently come forward to make claims . . . Some of the claimants keep back until the parties who offer the land for sale have received the amount they [the vendors?] have agreed to take; this arises from fear in some instances, and from avarice in others. . .

In some cases we have succeeded in making the sellers answerable for future claims. Each claim has its own history. We persuaded some natives to settle with the after claimants; the mode of settling was this:— Another piece of land was brought into the market, in order to satisfy claimants who were overlooked in the previous sale.<sup>23</sup>

This was the same caution Johnson exhibited with regard to Te Uri o Hau land at 'the Kaipara, Oruawharo, and Otamatea . . .' In late 1856 he was not prepared to give a detailed description of lands 'offered for sale, as the complicated nature of the claims of tribes and individuals require much patient investigation before a conclusion can be arrived at . . . [in purchase negotiations]'.<sup>24</sup> Although McLean never reprimanded Johnson for excessive caution,

---

<sup>21</sup> McLean to Johnson 17 Oct. 1854, AJHR 1861 C-1 pp. 60-61

<sup>22</sup> Johnson to Kemp (Nat. Sec.) 23 Dec. 1854, Turton Epitome C142

<sup>23</sup> JG Johnson's testimony before Board of Inquiry 22 April 1856, BPP 1860 ( 2719) pp. 283-284

<sup>24</sup> Johnson to McLean 1 Nov. 1856, AJHR 1861 C-1 pp. 68-69

in other ways, as we shall see, he made his job difficult.

### **McLean's standards on price paid**

The main difficulty McLean imposed on Johnson was that he never permitted him to pay more than 6d an acre 'for a large block', or more than 1/- an acre 'for smaller more desirable blocks'.<sup>25</sup> Soon after McLean relieved Johnson of his Mahurangi duties in 1857, Johnson privately expressed the view that he had always paid greater attention to the 5% of first rate land in his district than to the 95% of second rate land on offer:

but I believe my ideas in the matter do not coincide with the opinions of the powers that be — who like quantity and not quality. The good land ought in my opinion to be obtained and a liberal price paid for it — its value will increase the longer time it remains in the hands of the Natives . . . [while] the bad land is utterly worthless — and before the country is sufficiently peopled for it [ie. the bad land] to be required — the native race will have died out, and the Government will have the land for nothing . . .<sup>26</sup>

Presumably, Johnson considered most of Mahurangi as good land, in view of its fine timber resources, good harbours and its proximity to Auckland. The fact that he considered Maori to be a 'dying race' should also be considered in the light of contemporary European ideology. Since most of his peers probably shared this ideology, Johnson's view in that regard is scarcely surprising. The 'dying race' ideology may have deterred him from reserving large areas for Maori. On the other hand, Johnson had greater respect for Maori culture than that exhibited by his successor, John Rogan.<sup>27</sup> Although the prices Johnson paid Maori for their land were low, that was because McLean kept them low.

On the process by which the Crown distributed payment among the Maori vendors, Johnson was similarly scrupulous. Johnson described McLean's standard for the distribution of the purchase price when he described Tirarau's violation of this standard in 1857. Tirarau demanded that Johnson deliver the full purchase price for Parua to him and him alone, despite

---

<sup>25</sup> Sinclair to Johnson 22 Jan. 1854, AJHR 1861 C-1 p. 47

<sup>26</sup> Johnson to McLean 5 Oct. 1857, McLean papers f.354

<sup>27</sup> When Rogan observed a Taranaki Crown purchase agent hongi a kuia, he felt 'compelled to retire in private and roar [with laughter] for about half an hour . . .' Rogan to McLean 24 Aug. 1857, McLean papers f.540



the fact that several other chiefs signed the deed. Although Tirarau forced Johnson to comply with his request, Johnson asked McLean:

*Is the money to be paid over to Ti unconditionally — or is the purchase to be regulated by [the] usual course — of satisfying all parties concerned — by dividing the money among them — or obtaining their consent to its being paid over to Ti [emphasis in original]*<sup>28</sup>

Although McLean normally insisted upon the proper distribution of purchase money, in this case he apparently offered Johnson no support at all.

### **McLean's standards on surveys**

McLean recognised the need for professional surveys as an integral part of Crown purchasing. In 1854 he forwarded Johnson the Colonial Secretary's request that purchases should be 'referred to the Survey Office for the purpose of being at once surveyed and laid out' after the deeds arrived in Auckland.<sup>29</sup> This indicated that, prior to McLean's appointment as chief Crown purchase agent, surveys (as opposed to hand-drawn sketch-maps) invariably followed purchases. McLean attempted to get his subordinates to ensure that professional surveys later preceded the execution of purchase deeds.

In a letter to the 1856 Board of Inquiry, McLean wrote that he would insist upon higher standards than those observed in the past:

In the purchase of lands I have directed that the external boundaries of each block should be perambulated in the presence of the native owners; that the reserves for their own use should be carefully surveyed, and that whenever practicable, such reserves should be situated within natural boundaries . . . which would always remain as permanent land-marks that could not be subsequently disputed.

He admitted that only in the Whaingaroa district had such surveys been carried out, 'although they form an indispensable part of the purchasing operations . . .' Some District officers such as Johnson had sketched the boundaries of their purchases, but McLean regarded this as detracting from their more important duties 'of conducting the negotiations with the natives'.<sup>30</sup>

---

<sup>28</sup> Johnson to McLean 5, 16 Oct. 1857, McLean papers f.354

<sup>29</sup> McLean to Johnson 27 Oct. 1854, AJHR 1861 C-1 p. 61

<sup>30</sup> McLean to Private Sec. 4 June 1856, BPP 1860 (2719) p.306

Surveys assumed even greater significance when Governor Browne instructed his Crown purchase officers to achieve what came to be known as coterminous purchases. They were to 'use their utmost endeavours to connect and consolidate Crown lands, and not to commence negotiations for the purchase of land, unless adjacent to and connected with Crown lands without special reference to himself'.<sup>31</sup> Again, McLean's system involved both greater activity and greater precision in Crown purchase operations, even if his system was imperfectly applied in Mahurangi.

### **McLean's standards on leasing**

Another part of McLean's system was his attempt to stamp out the illegal leasing of Maori land and timber. This was widespread in Mahurangi and provided the Crown with ample incentive to 'extinguish Native title' with 'second wave' purchases. Johnson reported in mid 1854 that '...several parties with Government licenses are now cutting wood on the Native lands' near Brown's Mill (today's Warkworth). They were, according to Johnson, ignorant 'of the back boundary of the old Mahurangi purchase' (apparently referring to that cut by Reader Wood in 1845). Moreover:

The Maories . . . rather connive at these [timber cutting] proceedings; but when a large quantity of sawn stuff has accumulated at the pits, they come down upon the sawyers suddenly, and detain the timber until their demand for compensation is satisfied.

In some cases they had to pay Maori £100-150 for cutting rights. Maurice Kelly, a well known North Shore sawyer, was 'reported to have monopolized the timber. . .between the Weiti and the Waitemata. . .by direct purchase from the Native owners; and. . .retails portions of the same to other Europeans at great profit' despite the fact that this was not private land. Johnson concluded:

You will no doubt see. . .the very detrimental effect that these irregular proceedings must produce upon the endeavours which are made to extinguish the Native title. . .it also prevents the sawyers from settling down and purchasing land. . .where they could combine a small farm with their avocation. .

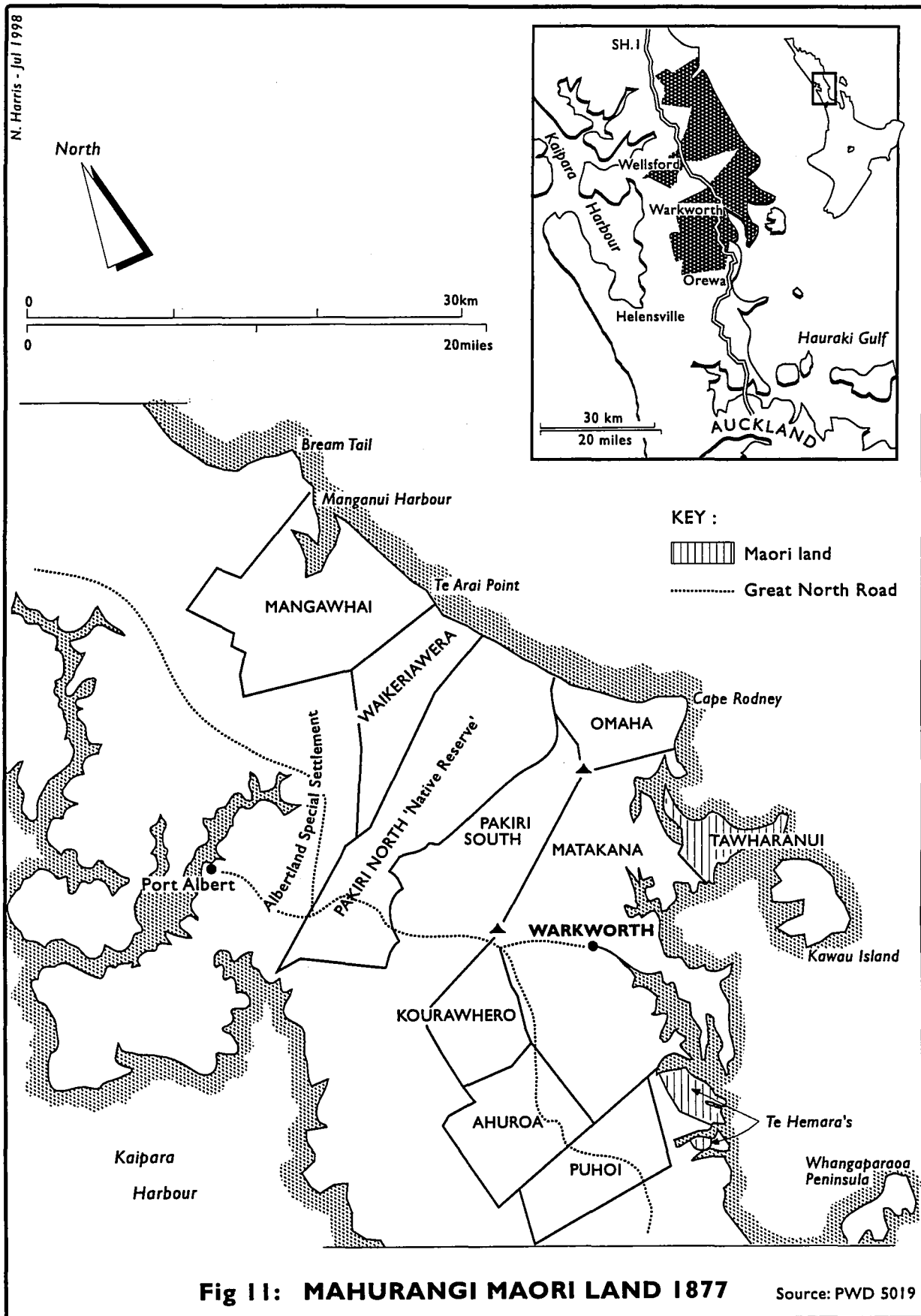
<sup>32</sup>

A few days later Johnson explained that all five of his 1853-1854 Mahurangi purchases sought to limit illegal leasing. He believed that he either had to repurchase the area or prosecute

---

<sup>31</sup> Browne instruction 4 June 1857, Turton Epitome C166

<sup>32</sup> Johnson to McLean 3 June 1854, Turton Epitome C141



Europeans for leasing or timber cutting on Maori land under the 1846 Native Lands Purchase Ordinance.<sup>33</sup> McLean wholeheartedly supported Johnson in this regard. He believed:

The leasing of timber from the Natives. . . must be gradually checked, so that the existence of such an irregular system, that has grown up in consequence of land-purchasing being so much in arrear, may not impede your operations. This subject I have brought fully under the notice of Government, and means will be soon adopted to check the evil. . .<sup>34</sup>

Illegal leasing continued on a greatly diminished scale after the 'second wave' purchases left little Maori land in mid Mahurangi. In 1864, however, Rogan had to remind the man who operated the Waiwera hot springs resort that under the 1846 Native Land Purchase Ordinance 'the lease of occupation of native land is illegal' without Crown permission. Thus, Rogan could not intervene on 'your behalf in the arrangements entered into between the natives and yourself'.<sup>35</sup> Only at Pakiri North were Maori able to lease significant timber rights after 1865.

### **Pakiri North purchase 1873-1881**

When Rogan completed the 1859 Waikeri a wera purchase, the 30,000 acres north of the Pakiri river remained the only substantial area of Maori land along the east coast from Auckland to Whangarei. As the only continuous strip of Maori land between Kaipara and the east coast, one would have expected Maori to have clung to it like a last prized possession.

The protracted Pakiri North purchase fell into the fourth phase of Crown policy. If Protectorate purchases, the decade of drift, and McLean's system established before 1860 were the first three phases of Crown purchase policy, a fourth began with the Crown's 1865 preemption waiver. This allowed once more for the private purchase of Maori land. Between 1865 and 1870, the Crown withdrew from direct purchasing. Even when it re-entered the market in 1870, it did so alongside private purchasers.

At Pakiri North, this hybrid system undermined any safeguards McLean had introduced

---

<sup>33</sup> Johnson to McLean 12 June 1854, McLean papers f.354

<sup>34</sup> McLean to Johnson 20 June 1854, Turton Epitome C141-2

<sup>35</sup> Rogan to J Anderson (Waiwerawera) 7 July 1864 BADW 530

between 1854 and 1860. The Pakiri North story began when the Waikato prisoners who escaped from Kawau in 1864 persuaded Hori te More to supply them from John McLeod's store at Waitangi, a few miles north of Kaukapakapa.<sup>36</sup> McLeod, the founder of Helensville and later Bay of Islands MHR, prevailed upon Te More to promise compensation. When Te More failed to fulfil this promise, McLeod successfully sued him for almost £300.<sup>37</sup> Rogan informed McLean in 1871 that John Sheehan, later to become the architect of the highly questionable 1873 purchase arrangement, was 'employed by McLeod to collect his debts'. Rogan reported that McLeod pressured Te Otene Kikokiko of Ngati Whatua to recover the Waitangi 'debt'. Ngati Whatua objected, but since Otene was also indebted to McLeod, he was prepared to pressure Te More to pay with land despite these objections.<sup>38</sup>

When Sheehan joined McLeod in Parliament as the member for Hobson in 1872, he arranged to have the money Te More owed McLeod paid by the Crown and deducted from the Pakiri North purchase price. Sheehan argued that the Crown needed this land to clear the way for the construction of the Great North Road from Warkworth to Whangarei. He assured Native Minister McLean that this was acceptable to 'Te More and the other owners', and that he was willing to negotiate terms without charging for his services.<sup>39</sup>

As Kaipara Native Land Court Judge, Rogan had determined title to Pakiri North in 1869 in a manner that complicated the ownership question. He awarded title to Te Kiri's daughter, Rahui, and two minors, including the son of Te More, at the request of the parents and guardians.<sup>40</sup> Even though Sheehan persuaded Arama Karaka to allow him to act as a joint Trustee

---

<sup>36</sup> For part of the story see James Belich, *The New Zealand Wars* Auckland University Press, Auckland, 1986, pp.197-198

<sup>37</sup> McLeod to McLean 28 June 1872, Auckland Provincial records [hereafter AP] 2/1/2952/72

<sup>38</sup> See Duncan Waterson's entry on Sheehan in NZDB II: 465-9. Sheehan actually represented Te More in the Supreme Court case (which he lost). He then represented McLeod to collect from his former client. JHH St John to McLean 4 April 1871, MA 13/62; Rogan to Lusk 19 Nov. 1872, AP 2/1/4130/72; Rogan to McLean 10 July 1871, McLean papers

<sup>39</sup> Sheehan memo nd., encl. in McLeod to McLean 28 June 1872, AP 2/1/2952/72. McLean noted 'Sheehan's offer to purchase the Block is worthy of consideration'. McLean minute 25 July 1872, MA 13/62

<sup>40</sup> Pakiri hearings 3, 6, 7-8, 26 May 1869, Kaipara Minute Book [hereafter KMB] II: 101, 140-141, 147-149, 191; NLC Certificate of Title 7 March 1870, LINZ ref. 325

for one of the minors, under the terms of the 1867 Maori Real Estate Management Act, Trustees could not sell the property of their wards. Since he had just entered Parliament, however, Sheehan thought he could pass another act to make such a sale legal. During early 1873 he told the Crown purchase agent, Colonel Thomas McDonnell, that he 'would see about this . . .' or arrange this matter satisfactorily in Parliament.<sup>41</sup>

Both provincial and Central government officials had declared support for the Pakiri North purchase as early as October 1872, and in December McLean authorised a £100 payment to McLeod on the understanding that it would be deducted from the purchase price.<sup>42</sup> McLean and McDonnell evidently accepted Sheehan's assurance that he acted with Maori consent. McDonnell, however, failed to obtain the consent of Rahui te Kiri. She refused to sell her share of the land, although she allowed the Native Land Court to separate her 10,000 acres from the remaining 20,000 acres offered to the Crown.<sup>43</sup> Although this all transpired while the so-called 'Ten Owner Rule' was in force, Pakiri Maori apparently accepted that three individuals could act as Trustees for their respective communities.<sup>44</sup>

McDonnell applied to the Native Land Court for the necessary partition order, a matter on which Rogan heard evidence in Helensville on 24 February 1873.<sup>45</sup> Anticipating no difficulties in obtaining Rogan's cooperation, Sheehan previously drafted a purchase agreement which he, McDonnell, Te More and Karaka signed on 21 February 1873 in Helensville. This agreement specified three conditions necessary for the completion of the purchase. These were that the block was to be partitioned to allow two-thirds of it to be sold; that the Trustees 'shall be authorised by Law to dispose of a freehold interest . . .'; and, since Te More's son had died,

---

<sup>41</sup> McDonnell to TM Haultain 16 Mch. 1874, MA 13/62

<sup>42</sup> Gillies to McLeod 17 Oct. 1872; RJ Gill (Native Office) to Lewis 17 Dec. 1872, MA 13/62

<sup>43</sup> McDonnell to Pollen 24 Dec. 1872, Turton Epitome C 111

<sup>44</sup> Established by section 23 (i) of the 1865 Native Land Act, the Ten Owner Rule stipulated that 'no certificate [of title] shall be ordered to more than ten owners'. Section 23 (ii) allowed the Court to order tribal title to areas, such as Pakiri North, exceeding 5,000 acres, but the Kaipara NLC ignored both options. See Grant Phillipson, *The Ten Acre Rule: A Selection of Official Documents with Commentary*, Wai 64, K-13.

<sup>45</sup> Pakiri partition hearing 24 Feb. 1873, KMB III: 23-24, 27; McDonnell to Haultain 16 Mch 1874, MA 13/62

that the Native Land Court would declare Te More his successor. McDonnell also paid £20 out of a total purchase price of £2,000.<sup>46</sup> This extraordinary agreement, therefore, required simultaneous Native Land Court and Parliamentary support to allow the completion of the purchase. McDonnell reported:

Mr Sheehan assures me that there will be no difficulty in obtaining the necessary legal authority for the fulfilment of the agreement . . .<sup>47</sup>

Rahui te Kiri, however, complicated matters by refusing to agree to the first condition. She stated in the Helensville Native Land Court, three days after Sheehan's agreement, that 'I do not want the land to be subdivided'.<sup>48</sup> Then, Sheehan and McLean failed to obtain 'the necessary legal authority' for the 1873 agreement. They apparently had a falling out later that year over the Hawkes Bay Alienation Commission, and the law forbidding trustees from selling property remained in effect.<sup>49</sup> Finally, Rogan failed to meet the third condition by appointing Te More's grandson (not Te More) to succeed his deceased son.<sup>50</sup>

At this point the Crown had sufficient notice that it was entering into a highly questionable undertaking, and that unless it took definitive steps to stop the purchase and recover the £20 advanced, damaging consequences could follow. Instead of containing the damage, the Crown allowed Sheehan to continue to keep the Pakiri pot boiling. During 1873 he acted as an agent for Auckland capitalist, Stannus Jones, in negotiating a £300 timber lease, the cost of which he then passed onto the Crown.<sup>51</sup> The Crown then allowed Edward Torrens Brissenden to complete Sheehan and McDonnell's 1873 efforts the following year.

---

<sup>46</sup> Memorandum of Agreement 21 Feb. 1873, MA 13/62. This payment was 2/- per acre for the 20,000 acres (ie. two-thirds of the total area).

<sup>47</sup> McLean even allowed this despatch to be published. McDonnell to Pollen 26 Feb. 1873, AJHR 1873 G-8 pp. 19-20

<sup>48</sup> Pakiri partition hearing 24 March 1873, KMB III: 23-24

<sup>49</sup> Waterson suggests that Sheehan used his position as counsel for Hawkes Bay Maori petitioners to embarrass McLean politically. NZDB II:458

<sup>50</sup> Rogan did not issue his succession order until March 1875. McDonnell to Haultain 16 Mch 1874, WS Reid (Solicitor General) to Native Min. 9 Apr. 1877, MA 13/62

<sup>51</sup> Haultain to Native Min. 5 Sept. 1876, MA 13/62

Brissenden, who eventually became the fall guy for the entire fiasco, signed a purchase deed with Sheehan, Karaka and Te More in Auckland on 12 May 1874. This deed purported to transfer title to the entire 30,000 acre area, despite the fact that one of the three owners opposed the sale and did not sign, while the three vendors signing were trustees with no legal right to sell on behalf of minors.<sup>52</sup> According to James Edward Fitzgerald, a former Native Minister and a subsequent auditor, Brissenden put £700

on the table . . . Out of this money Sheehan took either £200 or £300 for Jones. £300 was banked in the name of the Trustees of Wi Apo [Karaka and Sheehan], and it is impossible to discover how the rest was divided.<sup>53</sup>

Brissenden next attempted to persuade Rahui te Kiri to reverse her earlier decision to oppose the purchase. He reported in August 1874 that when he had her signature on the deed 'I shall make the title good at the first sitting of the Native Land Court at Kaipara'.<sup>54</sup>

It took Native Minister McLean several years to decide to withdraw from further negotiations. In 1876, shortly before his death, McLean accepted HT Clarke's advice that the 'whole transaction is illegal. The land is held by Trustees . . . [with] no power to sell'.<sup>55</sup> Although the Crown dismissed Brissenden as purchase agent and successfully sued him for £800 unaccounted for, it apparently failed to learn the deeper lessons of the Pakiri fiasco.<sup>56</sup>

Well before Brissenden came into the picture, the Crown had allowed Sheehan, McDonnell, McLeod and Jones to draw upon public funds on the understanding that they would legalise the purchase in simultaneous Native Land Court and Parliamentary action after the fact. As late as 1877, the Crown Trust Commissioner charged with investigating fraud committed in purchases of Maori land, was still advocating this course of action. He recommended the

---

<sup>52</sup> Pakiri [North] deed 12 May 1874, TCD I:249. Despite the 30,000 acres cited in the deed as having been conveyed, Brissenden reported the purchase of 20,000 acres. Brissenden to HT Clarke 18 May 1874, MA/MLP 1/2 1875/279

<sup>53</sup> JE Fitzgerald (Audit Commissioner) to Native Min. 5 Mch. 1877, MA 13/62

<sup>54</sup> Brissenden to St John 26 Aug. 1874, MA 13/62

<sup>55</sup> McLean minute 25 Apr. 1876, on HT Clarke to Native Min. 24 Apr. 1876, MA 13/62

<sup>56</sup> FMP Brookfield (Crown Solicitor) to Attorney General 31 May 1877, MA 13/62



appointment of another NLP Officer:

to explain all these matters to the Natives; to arrange with Rahui for the sale of her interest . . . [and]  
to validate the purchase . . . [by a special Act of Parliament]<sup>57</sup>

Even though McLean effectively disavowed the purchase, he apparently made no public declaration of this fact. When Sheehan succeeded McLean as Native Minister in 1876, as the new Minister, Sheehan was able to resume leadership of the Parliamentary campaign to legalise the dubious Pakiri North purchase.<sup>58</sup>

Two cursory Parliamentary investigations into the Pakiri North purchase allowed Sheehan to fend off allegations of fraud. As Premier Grey's Native Minister in 1877, he told the House Public Accounts Committee that he made no money out of Pakiri, and that McLean, not himself, had accepted responsibility for amending the law to allow Trustees to sell on behalf of minors.<sup>59</sup> Brissenden denied any malfeasance, even though he was prepared to admit that he had rushed into the 1874 purchase. This he attributed to the Colonial Secretary Daniel Pollen's pressure to get Pakiri into the Crown's hands, since the Great North Road was then being surveyed. Thus, he said:

I did not much inquire into it...seeing that these Natives had received money from the Government, and had been acknowledged by the Native Office [in 1873] . . . I went into the matter fearlessly.<sup>60</sup>

In late 1877 Sheehan shepherded through Parliament the amendment to the Maori Real Estate Management Act he had sought since 1872. It allowed Trustees to sell the property of minors, and validated prior sales (such as Pakiri).<sup>61</sup> After this Charles Nelson, a Brissenden subordinate at the 1874 deed signing, pursued the Pakiri purchase to the Helensville Native Land Court in his capacity as a Crown purchase agent. There on 17 July 1880 Rogan ordered the

---

<sup>57</sup> Haultain to Native Min. 22 Mch. 1877, MA 13/62. Haultain recommended this ex-post facto legalisation of the purchase despite having already refused to certify the absence of fraud under the terms of the 1870 Native Lands Frauds Prevention Act. Haultain to Native Min. 5 Sept. 1876, MA 13/62

<sup>58</sup> On Sheehan's meteoric political ascent, see Duncan Waterson NZDB II: 456-9

<sup>59</sup> Sheehan's evidence 8 Nov. 1877, AJHR 1880 I-2a pp. 52-3

<sup>60</sup> Brissenden evidence 10 Nov. 1877, AJHR 1880 I-2a p.56

<sup>61</sup> See his 27 Nov. 1877 speech in moving the second reading of the bill in the House. *New Zealand Parliamentary Debates* 1877 27:513-14, 522-5. Maori Real Estate Management Act Amendment 10 December 1877 *Statutes of New Zealand* 1877 pp.339-41

necessary new partition.<sup>62</sup> The Pakiri purchase was therefore very much an alive issue when it came before the House of Representatives' Native Affairs Committee later that year.

The Reverend William Gittos, on behalf of Arama Karaka, and Karaka himself, prompted this Committee investigation by petitioning Parliament to clarify the legal situation regarding the Pakiri North purchase.<sup>63</sup> While Sheehan had lost his position as Native Minister prior to this investigation, his membership of the Committee allowed him to dominate its Pakiri hearings.<sup>64</sup> Consequently, the Committee's findings made no mention of Sheehan's complicity in the highly questionable origins of the purchase. All it was prepared to report was that there was

difficulty in arriving at a definite conclusion [which] has been greatly increased by the fact that no accounts, journals, or records of any sort . . . kept by the trustees . . . or anybody else connected with the matter . . .<sup>65</sup>

As a result, the Crown succeeded in completing the purchase of two-thirds of Pakiri North in 1881. The most controversial of all Crown purchases in the Mahurangi-Mangawhai area was finally 'legal'.<sup>66</sup>

In his Mangawhai Forest report to the Kaipara Tribunal, Maurice Alemann provided an equally intriguing post-script to the sordid Pakiri North story. According to Alemann, when the Crown called in the original Pakiri North Crown grant as part of the necessary documentation for its 1881 purchase, it discovered that Rahui te Kiri possessed the document. She clung to it like the last prized possession that Pakiri North was. She simply refused to surrender it to the Crown. The Crown, therefore, had to cancel her grant by special act of parliament.<sup>67</sup> No wonder that the Ngati Manuwhiri and Ngati Wai people who remained on the land Rahui te Kiri saved

---

<sup>62</sup> Pakiri partition hearing 17 July 1880, KMB III: 399; Nelson's evidence (to Native Affairs Committee) 10 Aug 1880, AJHR 1880 I-2 pp.36, 48

<sup>63</sup> Gittos and Karaka petition summaries, AJHR 1880 I-2 pp. 31, 36

<sup>64</sup> See Sheehan's cross-examination of Gittos and Karaka, AJHR 1880 I-2a pp.6, 10-16; and his own evidence, *ibid.* pp. 24-5

<sup>65</sup> Native Affairs Committee report 28 Aug. 1880, AJHR 1880 I-2a pp. 1-2

<sup>66</sup> Pakiri [North] deeds 8 Feb., 23 June 1881, AUC 1265, 1266, LINZ Wellington

<sup>67</sup> Para. 11, Schedule to Special Powers and Contracts Act 1884. *Statutes of New Zealand* 1884 p. 351; 17 November 1884 Proclamation, *New Zealand Gazette* 1884 p. 1603; cited in Alemann, Mangawhai Forest Claim, Wai 271, A1, p. 94.

from alienation later named their Pakiri marae after her. According to Alemann, she lived to the ripe old age of 106.<sup>68</sup>

While Rahui te Kiri was the heroine of Pakiri North, John Sheehan's conduct throughout the affair was, frankly, disgraceful. This was particularly so when he became a Minister of the Crown in 1876 and treated the law as though it was putty in his hands. Throughout the affair he had manipulated Maori interests. He betrayed his cynicism towards these interests when he spoke about indigenous flora in Parliament during 1874, the same year in which he got Karaka and Te More to sign the first Pakiri North deed. In addressing his Parliamentary colleagues on the question of native species, Sheehan pronounced that:

any attempt to preserve native timber in New Zealand will result in failure . . . the same mysterious law which appears to operate when the white and brown races come into contact—and by which the brown race sooner or later, passes from the face of the earth—applies to native timber. Wherever grass, clover, and European plants and animals find their way into the bush, the forest begins to decay away, and soon assumes a ragged and desolate condition.<sup>69</sup>

Sheehan's disgraceful conduct in producing the 1873-1881 Pakiri North Crown purchase illustrates the limits of McLean's system created between 1854 and 1860. The effectiveness of McLean's system in ensuring that Crown purchases were properly negotiated with proper precision and with the right people ultimately depended on the probity of public officials. The fact that McLean noted that 'Sheehan's offer' to proceed with the Pakiri North purchase was 'worthy of consideration' in 1872, and that he apparently agreed to 'change the law' to make it legal, does not speak well of the principal architect of New Zealand Crown purchase policy during the 1850s and the 1870s.<sup>70</sup>

In conclusion, Crown policies changed a great deal between 1840 and 1881. Protectorate purchases provided no more than a sputtering start. Clarke failed to operate effectively as both the Protector of Aborigines and as the chief Crown purchase officer. The period 1843-1853 (from the arrival of FitzRoy to Grey's departure for Capetown) was characterised in the North more by

---

<sup>68</sup> Alemann, *Mangawhai Forest Claim*, p. 96

<sup>69</sup> NZPD 1874 Vol.16 p. 351; cited in Roche, *Forestry*, 87

<sup>70</sup> McLean minute 25 July 1872, MA 13/62

drift than by design. When McLean established his Crown purchase system between 1854 and 1860 the policy appeared sound and consistent, but purchase practices varied a great deal. In Mahurangi, Johnson's practice differed markedly from Rogan's. Then after 1865 both policy and practice foundered on the shoals of private interests (encouraged by the waiver of preemption) and political opportunism (exemplified by Sheehan's conduct). If Crown purchase agents learnt anything from the 1873-1881 Pakiri North fiasco, it should have been that private interests and political opportunism are inevitably in conflict with the probity required of all public officials.

## **Chapter 6: Mahurangi and Kaipara historical issues**

The final chapter of this report considers the historical issues relative to both Mahurangi and Kaipara. These issues include representation, boundary disputes, Maori indebtedness, and what Maori were left with after 1881. It will focus on the Mangawhai and Hoteo purchases and disputes which influenced both Mahurangi and Kaipara.

### **Mangawhai purchase 1854**

Although the Kaipara area formed a continuous western Mahurangi boundary, it was really at Mangawhai, adjoining the northern extremity of the 1841 Mahurangi purchase, where the history of the two areas converged. Johnson's 1854 Mangawhai purchase followed the pattern for his 'second wave' Mahurangi purchases. The representation and boundary issues arising at Mangawhai, both in 1854 and subsequently, were issues common to both the Mahurangi and Kaipara areas.

Johnson approached the Mangawhai purchase with representation foremost in his mind. He reported in late 1853 that he considered Tirarau and Te Parawhau as the dominant force south of Whangarei Harbour along the east coast. Their sway, he estimated, extended as far as Waipu. At Mangawhai, immediately south of Waipu, he considered Te Parawhau to have an interest, based on both Ngaitahuhu descent, and based on conquest of Te Ika a Ranganui. Te Uri o Hau survivors living at Otamatea and Oruawharo also had an interest based on both descent and residence.<sup>1</sup>

Te Uri o Hau kinsmen from Auckland, Ngati Whatua, apparently took over the Mangawhai negotiations and divided the area up between two main descent groups and three sections. They apparently assigned the Te Arai section to those of Kawerau descent, including Parihoru and Te Kiri. Two sections, one south and one north of Mangawhai Harbour, they assigned to those of Ngaitahuhu descent (see 'Schedule of Native Claimants to Mangawhai . .

---

<sup>1</sup> Johnson to Col. Sec. 12 Dec. 1853, Turton Epitome C55

.<sup>2</sup> below).<sup>2</sup> This arrangement appeared calculated to win Tirarau's support, since Te Parawhau was much more closely related to Ngaitahuhu than Te Uri o Hau. On the other hand, Te Uri o Hau were particularly well represented when the main Mangawhai deed was signed on 3 March 1854. In fact, they were so well represented that Tirarau insisted that he receive an additional payment of £100, ostensibly because a brother of his relative Parore drowned at Mangawhai. Initially, Ngati Whatua/Te Uri o Hau, who Johnson described as 'the owners of Mangawhai', resisted Tirarau's demands. Tirarau, however, knew how to get his way. He threatened to pillage Mangawhai settlers, until Johnson agreed to pay him.<sup>3</sup>

In negotiating the Mangawhai purchase, Johnson gave the question of representation detailed attention. He also conscientiously recorded a master list of Maori claimants, grouped according to their descent and location. Although his 20 March 1854 list did not coincide with the names appearing on the two (3 March and 17 July) deeds, the table below attempts to reconcile these two lists. Johnson also provided a list of hapu identifications, based on the groups who attended a large meeting to discuss the Mangawhai purchase. This meeting was apparently held at Pakiri in December 1853, and the Mahurangi representatives in the negotiation participated as Te Uri o Katea.<sup>4</sup>

**Figure 12: Schedule of Native Claimants to Mangawhai**

SCHEDULE OF NATIVE CLAIMANTS TO MANGAWHAI . . .

encl. in Johnson to Col. Sec. 20 March 1854, AJHR 1861 C-1 p. 50

[Garry Hooker's Hapu additions in *italics*]<sup>5</sup>

Johnson's Names	Deed names	Hapu	Amnt
	Kawerau desc. at Te Arai		£200
Parihoru	same	Te Uri o Katea	

<sup>2</sup> Johnson to Col. Sec. 31 Dec. 1853, Turton Epitome C56-57

<sup>3</sup> Johnson to Col. Sec. 20 March 1854, Turton Epitome C58-59

<sup>4</sup> Johnson to Col. Sec. 31 Dec. 1853, 20 March 1854, Turton Epitome C56-59

<sup>5</sup> Garry Hooker stresses that his iwi/hapu identifications represent his personal views, and not the views of his iwi, Te Roroa.

Te Urunga	Te Urunga	Te Uri o Katea	
Kiri	Te Kiri	Te Uri o Katea	
Honi Tanga	Honi <i>Hori?</i> Tanga	<i>Ngati Mauku, Ngati Kaiwhare, Te Uri o Hau</i>	
Te Tatana	Te Tatana Kaihaere		
Kakano	same		
<hr/>			
	<b>N.tahuhu/Mangawhai South</b>		£360
Putahi Maewa	Te Putahi		
	Maewa		
Matikikuha	Matitikuha?	Ngati Mauku	
Paramene Karawai	Paramena		
	Karawai	<i>Nga Puhi?</i>	
Mate Taupuhi	Mate		
	Paratene Taupuhi	Ngati Mauku	
Pita Wakapoe	Pita <i>Kena?</i>	<i>Te Uri o Hau</i>	
	Wakapoe		
	Timoti Panguru		
Toimaru Iraia	Timoti Toimaru		
	Iraia		
Heremaia Parata	Heremaia		
	Wiremu Parata		
Nikora Pehimana	Nikora		
	Pehimana Tahere		
Tahere Karore[o]	Karoro (Te Korone?)	Ngati Kauae	
Te Awaiti Topa	Te Awaiti	Ngati Mauku	
Tatana Manukau	Tatana <i>Waitaheke?</i>	<i>Ngati Mauku</i>	
	Manukau <i>Rewharewha</i>	<i>Te Wai Aruhe, Ngati Kaiwhare</i>	
	(Hemara) <i>Karawai?</i>	Ngati Kauae	
<hr/>			
	<b>N.tahuhu/Mangawhai North</b>		£500
Hone Ariki Wiremu	Hone Ariki		

	Wiremu Tipene (Stephenson)	Te Uri o Hau, <i>Ngati Kaiwhare</i>
Tipene Pehimana	Pehimana	Te Uri Kohu
Mihaka Waitoitoi	Mihaka	
	Watoitoi	Ngati Kai Whare
Te Kepa Korehunga	Te Kepa	<i>Ngati Mauku, Ngati Kauae</i>
	Te Korohunga	
Hemi Tetaha	Hemi Titaha, <i>Parata?</i>	<i>Ngati Rongo, Kawerau, Te Uri o Hau?</i>
Ihimaira Ipamoka	Ihimaira	
	Eramihatohu	
Anaru Te Awe	Anaru	
	Te Awe	Ngati Wai Maori
Kaipaka Poare	Kaipaka	
	Te Paore	<i>Ngati Mauku, Ngati Kauae</i>
Wiremu Tamihana	signature/mark missing	
Tianui Parkeriri	Tianui	
	Matiu	Te Rauriki
	Peraka <i>Pereka?</i>	<i>Ngati Tahinga</i>
Paikea, Arama Karaka	Paikea	Te Uri o Hau, <i>Ngati Mauku</i>
	Arama Karaka	<i>Ngaitahuhu, Ngati Manuwhiri, Te Uri o Hau</i>
Hone Waiti Pueniko	Hone Waiti	<i>Ngati Kaiwhare, Te Uri o Hau</i>
	Pereneko	Ngaitahuhu
Taimona, Wetere Pou	Taimona (Te Taiona)	Te Uri Kohu
	Wetere Pou	Ngaitahuhu
Puhipi Mekekati	same	
Tamati Taia, Te Whai	Tamati Taia	Te Rauriki
	Te Whe	Te Wai Aruhe
	Kawe Wai	



Hemi Kawewai	Hirini	
Wiremu Karaka Apo	same	<i>Mangamata, Te Uri o Hau</i>
Matiu Kuia	Matiri Kuia	
Puriri	same	Ngaitahuhu
	Pakiorori	
	Hone Kingi	
	Tangata Kotahi	
	Potewini	
	Himeona	Ngati Kai Whare
<b>Named representatives Dec. 1853</b>		
<b>Pakiri meeting</b>		
	(Te Awa)	Te Uri Kohu
	(Hohaia)	Ngati Kaha
	(Kerepa)	Te Uri Pake <i>Paku?</i>
	(Makaore Hawaiki)	Te Uri o Hau
	(Pairama)	Te Rauriki
		[TOTAL] £1,060

FURTHER SUMS DEMANDED BY NATIVES TO COMPLETE THE PURCHASE MANGAWHAI . . . encl. in Johnson to Col. Sec. 20 March 1854, AJHR 1861 C-1 p.51

Name	Nature of Claim	Amnt
Paratene Taupuhi	For extension of bdy. of Mangawhai, of 1000 acres [signed 3 March deed]	£60
Tirarau [signed 17 July deed]	Mangawhai 'claim for upsetting of a canoe . . .' with Parore, Taurau & Te Manihera as 'Ngatiporo, Te Patukai, and Ngatitu'. Hori Kingi Tahua, Toko, 'Rewheti Patuhiwi', and Karatoni also signed ]	£100

The boundaries of the Mangawhai purchase overlapped the adjoining Wright and Grahame/Otamatea, Mayhew/Mangawhai and Busby/Waipu Old Land Claims. Since none of

these claims had been surveyed in 1854, Johnson was only vaguely aware of the overlap. In describing an area much larger than the approximately 30,000 acres of the eventual Mangawhai purchase, Johnson wrote that it centred on:

the Mangawhai—abutting on Mr Busby's [Waipu] claim on the North, and the surplus of Mr W. S. Grahame's claim on the Otamatea on the West, thus having a frontage on the East and West Coasts on two sides and the River of Whangarei on the North . . .

This area, which included the 1854 Waipu and Ruakaka Crown purchases and the 1858 Te Ika a Ranganui purchase, he estimated to cover almost 200,000 acres.<sup>6</sup> The Wright/Grahame Otamatea claim did not 'abut', or adjoin, this area. It extended all the way to the east coast. The January 1840 deed signed by Paikea on behalf of Ngati Whatua identified the eastern Otamatea boundary as 'extending back to what the Natives call Tokirau [Tokerau] . . .' which was Maori for the east coast.<sup>7</sup> In 1857 Commissioner Bell estimated that the claim extended almost to the Waipu 'Highland Colony', even though he later agreed with Johnson that it did not overlap either Waipu or Mangawhai.<sup>8</sup>

Because the claimants failed to survey their claims, Johnson sketched but did not survey either the Waipu or the Mangawhai boundaries. Percy Smith recorded surveying the Waipu coastal area in early 1861, and later that year Rogan reported that the inland Waipu boundary remained unsurveyed. Arama Karaka, in traversing the neighbouring Piroa boundary:

insisted upon carrying it into the Waipu purchase, and almost over to the East coast, when the surveyor returned and reported the circumstance. On examining the deed of sale of Waipu, I find that the inland boundary has never been surveyed, which is the cause of the present encroachment.<sup>9</sup>

The same difficulty applied to the inland Mangawhai boundary which Johnson had also sketched in 1854. This resulted in the 1865-1874 Henry Mangawhai dispute.

### **Henry Mangawhai dispute 1865-1873**

As early as 1865, Rogan alerted the Native Minister to the existence of a dispute concerning 'Thomas Henry's land in the Mangawai Block a portion of which is native land'. He

---

<sup>6</sup> Johnson to Col. Sec. 12 Dec. 1853, Turton Epitome C55

<sup>7</sup> Wright/Grahame deed 10 Jan. 1840, OLC 1/9 (TPD pp. 299-300)

<sup>8</sup> Bell memo 7 Jan. 1857; Johnson to Bell 11 Jan. 1858; Bell memo 11 Jan. 1858, OLC 1/9

<sup>9</sup> Smith Diary 7-17 Feb. 1861, AIM; Rogan to McLean 5 June 1861 AJHR 1861 C-1 pp. 101-102

recommended that the Crown settle this dispute forthwith 'in order that no cause of complaint should exist in the minds of the Natives towards the Government'.<sup>10</sup> By 1865 the area granted to

Henry was surrounded by Crown purchased land.<sup>11</sup> Rogan believed that at least 500 acres of the land Crown granted to Henry was not, in fact, Crown land, but Native land. In 1873 Rogan asked Johnson to explain the situation. Johnson replied that Henry's own surveyor marked out the land, but he did not answer Rogan's question as to 'why the Govt. authorized the survey of Mr Henry's land when the native title was not extinguished'.<sup>12</sup>

Henry was prepared to admit that the Crown had made a mistake in failing to properly survey the area, and he was willing to contribute to an amicable settlement.<sup>13</sup> The principal Maori owner of the disputed area, Arama Karaka, insisted that the Crown should pay him the 10/- an acre which Henry paid for the land in 1854. McDonnell was clearly desirous of "a speedy settlement" since he was seeking Karaka's cooperation in the simultaneous Pakiri North negotiations.<sup>14</sup> The plan attached to the 6 March 1873 Marunui purchase deed showed the Thomas grant outside the northeastern boundary.<sup>15</sup>

Crown officials realised they would have to pay Karaka for the land wrongly granted to Henry, but they were prepared to accept neither responsibility for the mistake, nor Karaka's price of 10/- an acre. One official accused Henry of causing the problem, and stated that if he was not

---

<sup>10</sup> Rogan to Native Min. 7 August 1865, BADW 530

<sup>11</sup> Henry purchased a 3,000 acre property (Mangawhai Lot 122) in 1854, and received his Crown grant for it in 1864. McDonnell memo 14 Feb 1873, MA/MLP 1/1 73/132

<sup>12</sup> 'Memorandum of Mr Rogan's statement respecting the Marunui block' 2 Feb. 1873, MA/MLP 1/1 73/5. See Alemann, 'The Mangawhai Forest Claim' Wai 229 A1 p. 31

<sup>13</sup> Henry to Pollen 20 Jan. 1873, MA/MLP 1/1 73/92. He was willing to pay Maori 2/6d per acre for whatever the Crown determined was outside its purchase boundaries

<sup>14</sup> McDonnell to Pollen 11, 26 Feb. 1873, Turton Epitome C111-112

<sup>15</sup> The Crown paid Karaka and Hone Waiti Hikitanga £270 for 2,160 acres at Marunui deed 6 March 1873, AUC 189 (TCD I: 247-8)

willing to contribute to a settlement 'he can be made to suffer otherwise . . . ' <sup>16</sup> Pollen accepted his subordinate's recommendation of a 5/- an acre settlement. He instructed McDonnell to inform Karaka 'that although the Govt. got 10/- from Henry they have expended more than that in making roads in the District and on surveys'. <sup>17</sup> Karaka eventually accepted 6/- an acre, but only under protest. McDonnell, in reporting this settlement, added that Karaka 'declared emphatically that his treatment had been most unjust, and that he consented only in consequence of his being pressed for money'. <sup>18</sup>

Henry should never have been blamed for the Crown's failure to properly survey the disputed area in the first place. Eventually, he was disillusioned enough to vacate his entire 3,457 acre grant. The Crown, in February 1874, bought it from Arama Karaka for £150 twenty years after it originally granted the area to Thomas Henry. <sup>19</sup>

Thomas McDonnell, who negotiated both the 1873 Marunui and the 1874 Mangawhai Allotment 122 purchases, had also negotiated the highly dubious Pakiri North transactions with Karaka during the same years. <sup>20</sup> Although the Crown's failure to survey the inland boundaries of the original Mangawhai purchase was much less serious than the irregularities associated with the Pakiri North purchase, the role of Arama Karaka in both suggests some connection between the two situations. What this connection may have been remains to be seen.

On the surface, it looks as though the Te Uri o Katea and Ngati Manuwhiri participants in the original 1853-1854 Mangawhai transactions lived at Oruawharo and Pakiri. Since Arama Karaka, who claimed both Te Uri o Hau and Manuwhiri descent, sold the only remaining Maori land at Mangawhai in 1874, later generations harboured a strong sense of grievance. 1917-1918

---

<sup>16</sup> TGB[?] to Pollen 7 May 1873, MA/MLP 1/1 73/5. Since Henry indicated his willingness to contribute 2/6d an acre to compensate Karaka, this threat was a gratuitous one. Henry to Pollen 20 Jan. 1873, *ibid.* 73/92

<sup>17</sup> Pollen to McDonnell 27 June 1873, MA/MLP 1/1 73/5

<sup>18</sup> McDonnell to J Knowles 7 Aug 1873, AJHR 1875 G-7 pp.2-3

<sup>19</sup> Mangawhai Allotment 122 deed 12 Feb. 1874, AUC 283 (TCD I: 182-183)

<sup>20</sup> Pakiri North 'Agreement' 21 Feb. 1873, MA 13/62; Pakiri [North] deed 12 May 1874, AUC 582 (TCD I: 249-250)

petitions to Parliament by Haimona Pirika and Anaru Wiapo called for a public investigation of all the Crown purchases in the Mangawhai area. These petitions were not referred by the House Native Affairs Committee to the Sim Commission in 1927.<sup>21</sup>

### **Hoteo purchase 1868**

There was also an important connection between Mahurangi and Kaipara involved in the origins and aftermath of the 1868 Hoteo purchase. This purchase originated in Rogan's negotiations preceding the 1859 Waikeri a wera purchase, the northernmost Mahurangi transaction. Out of the Waikeri a wera negotiations, Rogan 'laid a train for the acquisition of extensive blocks of very desirable land . . .'<sup>22</sup> He reported that 'Mangawhara, situated inland of the Pakiri [South] purchase and extending to Kaipara . . . [was] under offer to the Government'. He estimated that it contained 100,000 acres. This area subsequently became known as either Tauhoa or Hoteo.<sup>23</sup>

For this 41,400 acre area fronting the Kaipara Harbour, the Crown advanced Maori £330 in prepayments during 1862-1863.<sup>24</sup> Smith then surveyed the area in early 1863. He recorded traversing the boundaries with over 50 Maori, and surveying reserves for Nga Puhi (or Ngati Hine), and for Hori Te More (who later featured in the Pakiri North story).<sup>25</sup>

Rogan was unable to complete the purchase before becoming a Resident Magistrate and NLC Judge in 1865, when he:

recommended that the officer, who may be appointed to complete this negotiation, should use great caution with the natives as the Ngatiwhatua tribe are prepared to sell the whole block, without reference to the other parties, viz. Te Kiri [and his brother] Te Urunga, living at Omaha, Parata of

---

<sup>21</sup> Alemann, *Mangawhai Forest Claim*, pp. 33, 87




<sup>22</sup> Rogan to McLean 24 June 1859, McLean papers f.541

<sup>23</sup> Rogan to McLean 16 Oct. 1859 AJHR 1861 C-1 pp. 99-100

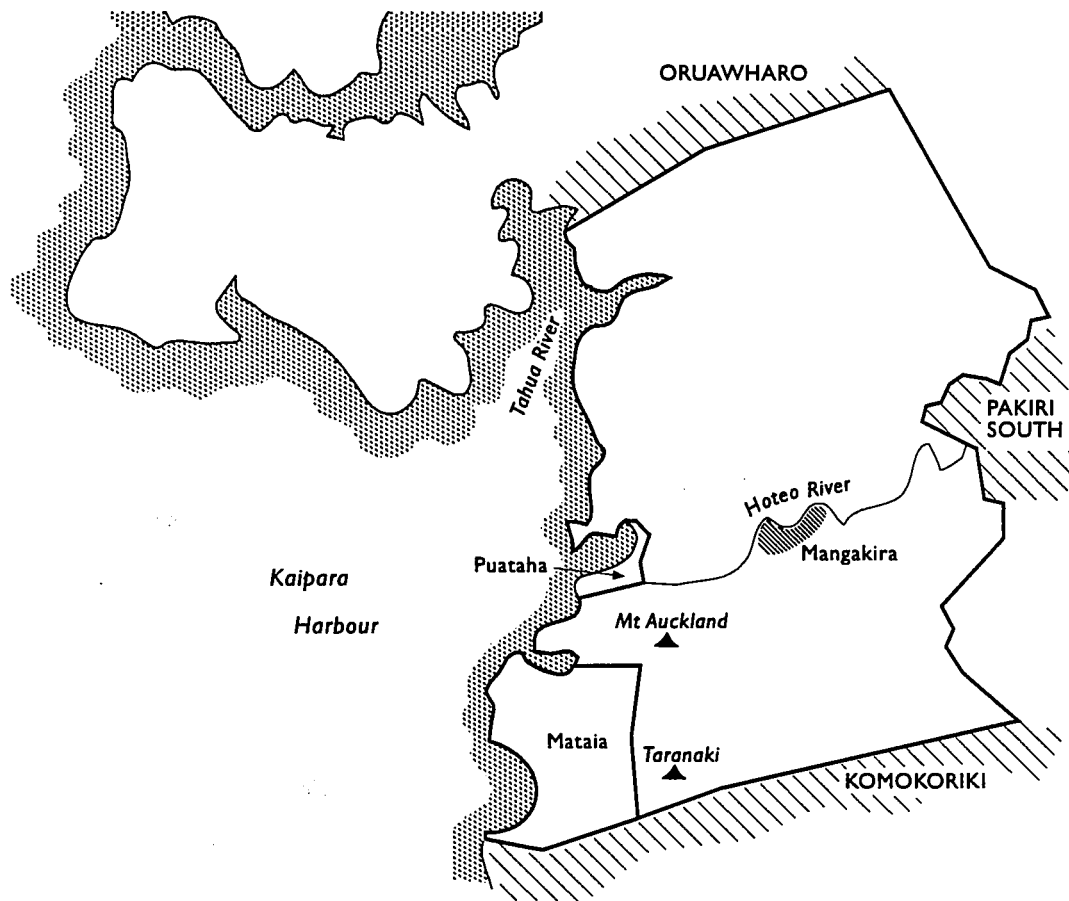
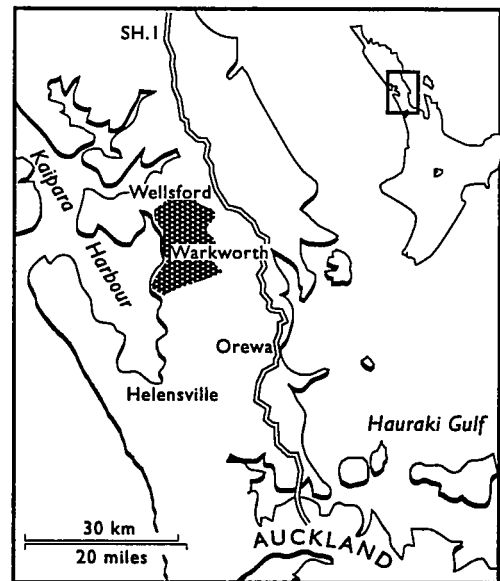
<sup>24</sup> Receipts 18 Nov. 1862, 18 April 1863, TCD I: 722-723

<sup>25</sup> Smith Diary 13-30 Jan., 6 Feb. 1863, Smith Diary AIM

KEY :

-  1868 boundaries
-  Crown purchases (pre 1865)
-  Native reserves

0 10km  
0 6miles



**Fig 13: 1868 HOTE0 PURCHASE**

Source: LINZ

Puatahi and his party, who would at once resist the occupation of the land. . .<sup>26</sup>

This suggests that both Nga Puhi-Ngati Hine at Puatahi, and the Ngati Rongo-Ngati Manuwhiri-Te Uri o Katea represented by Te Kiri, had parted ways with Ngati Whatua over the Hoteo purchase. Nonetheless, later that year Rogan reported that the Auckland Provincial agents had succeeded in completing the purchase. He noted Te Kiri's debts of £500, as though this explained why he refrained from continuing his earlier opposition.<sup>27</sup>

When Rogan, as a Kaipara NLC Judge, heard evidence to allow him to determine title to Hoteo in 1867, it was clear that the disputes continued to linger on after 1865. In what looked like a preview of the later Pakiri North dispute, Parata Mate (from Puatahi) opposed Te Keene's Mangamata-Ngati Whatua claim. Te Keene testified that Te Kiri (who refused to appear at the hearing) objected to Te More of Ngati Whatua-Kawerau claiming Hoteo.<sup>28</sup> Arama Karaka Haututu, claiming on behalf of Kawerau, Manuwhiri and Te Uri o Katea, appeared to affirm Te Kiri's rights at Hoteo. Eventually, Rogan included Mangamata, Te Uri o Hau, Ngati Whatua, Ngati Rongo-Ngati Kura, Te Uri o Katea and Ngati Manuwhiri in the title.<sup>29</sup>

When called to explain the Hoteo dispute in 1872, Rogan put it down to Maori dissatisfaction with the price paid. He explained that in January 1863 he advanced £300 to 'Te Kiri, Hori te More and all the Ngatiwhatua Natives'. When it was later surveyed as 41,000 acres they were no longer willing to sell 'as they wanted 10/- an acre'. They then agreed to repay the £300 prepayment and survey costs. Without explaining what had happened, he then stated that the provincial government subsequently purchased for Hoteo for the previously arranged 5/- an acre. Rogan believed that Te Kiri 'and some of the people who received this [1863] advance'

---

<sup>26</sup> Rogan to Halse 17 January 1865, BADW 530 pp. 31-33

<sup>27</sup> Rogan to Rolleston 22 Dec. 1865, BADW 530

<sup>28</sup> Hoteo hearing 10 Jan. 1867, Kaipara Minute Book [KMB] I: 117-120

<sup>29</sup> Hoteo hearing 10-11 Jan. 1867, KMB I: 126-128, 130-131. Those named on the title were Te Keene (Mangamata), Ereata (Te Uri o Hau), Matini Murupaenga (Ngati Whatua), Te Hemara (Ngati Rongo-Ngati Kura), Te Kiri (Te Uri o Katea) and Arama Karaka (Ngati Manuwhiri), in that order.

repaid it, at least in part, to the provincial government'.<sup>30</sup>

According to Rogan, the people he put on the Hoteo title in 1867, then completed the purchase for the second time with Superintendent Robert Graham (the owner of the Waiwera spa) at Mahurangi in 1868. Rogan reported, however, that:

Te Kiri who is a claimant was not present at this arrangement. He was present at a [previous] meeting held by the claimants at Puhoi in Hemara's House when a discussion regarding the above agreement took place between him and the Kaipara people and he then agreed to the sale. Subsequently Mr John White paid Keene and others £2000 to extend over two years, and although Kiri received notice to attend at this payment[,] he did not appear. Keene paid over to me £200 for Kiri but he [Te Kiri] refused to accept it and has protested against the sale. . .

Rogan expressed dissatisfaction with having been entrusted with purchase money which Te Kiri refused to accept. Since Rogan had originated the Hoteo purchase negotiations in 1859, he was aware that Te Kiri did not trust him. The alternative, however, was that the money would have gone to Te Keene of Ngati Whatua. According to Rogan, this 'would have given Kiri a real cause of grievance'.<sup>31</sup>

Later that year, Te Kiri expressed his abiding sense of grievance by obstructing the Chalmerston Special Settlement within the boundaries of the Hoteo purchase.<sup>32</sup> Although he eventually allowed the survey to proceed, his protest in this Kaipara purchase may well have influenced his later opposition to the Pakiri North purchase.

### Maori debts

Maori actions in both the Hoteo and Pakiri North purchases appear to have been affected by increasing indebtedness. Indebtedness, on the other hand, did not have a simple cause and effect relationship with purchases. Te Kiri, who opposed both the Hoteo and the Pakiri North purchases, was in the unenviable position of having to repay debts to the Crown throughout the last decade of his life, the 1860s. In September 1861 the Crown advanced him £250 for

---

<sup>30</sup> Rogan to Gill 9 May 1872, BADW 530

<sup>31</sup> Rogan to Under Sec. [Rolleston] 23 Jan. 1867. Apparently Ngati Whatua/Te Uri o Hau eventually received £3,300 for Hoteo. Rogan to Supt. Auckland 14 Dec. 1868 BADW 530

<sup>32</sup> *Southern Cross* 7 Sept., 7 Oct. 1867



unidentified 'Land at Kaipara'. Six months later he was advanced a further £36/12/6 for 'Land Purchase' and a loan.<sup>33</sup> A few years later, in reporting payments of £2,050 for Hoteo, Rogan indicated that he had 'succeeded in recovering an old debt from Te Kiri. . .advanced to him in Mr McLean's time. . .amounting to £300'. Te Kiri apparently paid back £100, and agreed to have 'the balance. . .deducted from future payments. . .'<sup>34</sup> Te Kiri's debts did not prevent him from opposing the Hoteo and Pakiri North purchases, and his debts may have convinced his daughter, Rahui te Kiri, to continue this opposition after his death in 1872.

Maori evidently suffered in many different ways from the indebtedness of their communities. In 1867 Rogan revealed that he had used Te Hemara Tauhia to repay Mahurangi debts incurred by other people. He told Major HB Stoney of Te Weiti that Te Hemara was the only Mahurangi Maori 'over whom I have any control[,] as he is an Assessor. I shall endeavour to induce him to pay your account when I return to Kaipara . . .'<sup>35</sup> Clearly, increasing levels of indebtedness in both Mahurangi and Kaipara made Maori even more dependent on the income generated by selling land. As Rogan reported in 1868:

The payment of instalments due to Natives in Kaipara and Whangarei on land purchased by the Province will have a beneficial effect as it will enable them to get rid of their liabilities to Store Keepers and others.<sup>36</sup>

### **What was left for Mahurangi Maori?**

The pattern of increasing landlessness after 1881 was one common to both Kaipara and Mahurangi. The Rangahaua Whanui District report indicated that by 1865 approximately 57.45% of Kaipara land had passed out of Maori control. By 1881 that figure was perhaps as high as 70%.<sup>37</sup> By 1881 Mahurangi Maori had probably lost control of over 90% of their land. The only significant land left to Mahurangi Maori after 1881 was Rahui te Kiri's 10,000 acres at Pakiri,

---

<sup>33</sup> 'Return of all sums paid . . . to Natives . . .' 23 Aug. 1862 AJHR 1862 E-12 p. 14

<sup>34</sup> Rogan to D Pollen (Resident Min. Auckland) nd [probably 1868] BADW 530

<sup>35</sup> Rogan to Major HB Stoney 24 Jan. 1867, BADW 530

<sup>36</sup> Rogan to GS Cooper (Under Sec., Wellington) 11 Dec. 1868, BADW 530

<sup>37</sup> Rangahaua Whanui Auckland District report I: 207-208

approximately 2,000 acres at Tawharanui/Mangatawhiri, and a similar acreage remaining for Te Hemara's people at Waiwera-Puhoi.<sup>38</sup>

The history of Waiwera-Puhoi during the 1870s and 1880s illustrates the more general pattern of increasing Maori landlessness. Judge Rogan had determined title to a total of 6,691 acres in this area for Te Hemara and his people at his four-day Mahurangi hearing in January 1866. Rogan determined title to a total of eleven blocks there, and Te Hemara appeared as a principal witness in all eleven consecutive inquiries.<sup>39</sup> Afterwards began a steady stream of alienations, very ably described by Graeme Murdoch in the historical section of the current Wenderholm Regional Park Management plan.

First, Robert Graham, the man who acquired the Waiwera resort land from Te Hemara in 1844, purchased Maungatauhoro (70 acres) in May 1868 for £50. As Auckland Superintendent, Graham completed the Hoteo purchase that same year. Between 1870 and 1873 Te Hemara and his kin sold several small Puhoi River sections, including Te Akeake (9 acres) and Orokaraka (8 acres) on both sides of the river mouth. In 1873 Te Hemara sold the 2,408 acre Okahu block, adjoining the Bohemian community at Puhoi, to the Crown.<sup>40</sup> Graham then acquired the rest of what today is the Wenderholm Regional Park (280 acres out of the 2,537 acre Puhoi block) from Te Hemara in 1876-1877. During the late 1870s, Te Hemara's people lived at a kainga known as Te Rapa on the south bank of the Puhoi River estuary, just outside Graham's property. According to Murdoch, when Te Hemara Tauhia died in 1891, his Ngati Rongo relatives buried him at Te Rurunga on the shores of Kaipara Harbour. His Mahurangi descendants sold the remaining Maori land at Puhoi (approximately 2,000 acres) to a member of the nearby Bohemian community, Joseph Schiscka, in 1893.<sup>41</sup>

---

<sup>38</sup> I've identified 15 Maori land blocks in these three areas using the Auckland University database entitled 'Tai Tokerau MLC 1865-1910', which is an invaluable electronic index to the relevant NLC minutebooks.

<sup>39</sup> Waiwera-Puhoi investigations 25-29 Jan. 1866, Mahurangi Minute Book I: 1-35

<sup>40</sup> Okahu deed 8 Feb. 1873, AUC 131 (TCD I: 266-267)

<sup>41</sup> Wenderholm Management plan pp. 48-50. Te Rurunga is on the north side of where the Makarau river enters Kaipara Harbour. Pers. comm. Graeme Murdoch 11 May 1998

Murdoch concluded this sad tale of alienation with the following passage:

At this time the descendants of Ngawhetu finally left their Puhoi home and settled elsewhere. Some moved to live with relatives on the Kaipara Harbour while a number moved to Awataha and Waiurutoa near Northcote . . . A section of Ngati Rongo, known as Ngati Ka, and some of the Waikato people [gifted Opahi in 1857] remained in occupation of the remaining Maori land north of Te Muri Stream between Otarawao and Opahi.<sup>42</sup>

Ironically, Otarawao or Sullivans Bay was the location of the only pre-Treaty transaction in Waiwera-Puhoi. Te Hemara apparently negotiated it with the Sullivan family whose claim the Crown later described as a 'half cast' claim.<sup>43</sup> Otarawao, now part of Mahurangi West Regional Park, was also 'the pretty bay' where Percy Smith found Kawerau people in residence in 1861.<sup>44</sup>

Smith did not record how many Maori resided in Mahurangi in 1861. Eight years later, Rogan recorded that 30 Ngati Rongo were living at Omaha and Mahurangi with Te Hemara.<sup>45</sup> The Maori Census returns after 1870 were notoriously inconsistent with their categories. In 1878, for example, they recorded 133 Maori living in Mahurangi, but no Mahurangi returns were filed in 1874 and 1881. The following Maori census information, however, can be presented for Rodney (1) and Waitemata (2) Counties during 1886-1901:

	1886	1891	1896	1901
(1)	320	129	193	173
(2)	203	246	260	171

These figures suggest a declining Maori population, but not a dramatically declining population.<sup>46</sup> What Maori land was available to these people?

Although Maori retained some land north of Waiwera after 1881, evidently they retained

---

<sup>42</sup> Wenderholm Management plan p. 50

<sup>43</sup> The Sullivans' claim (1358) was never investigated by a Commissioner. Maning Schedule nd., OLC 1/5A. Johnson showed the location of this claim on his 1853 Waiwera-Puhoi sketch (see Figure 6)

<sup>44</sup> Smith, *Peopling of the North*, p. 98.

<sup>45</sup> Rogan to Cooper 28 Oct. 1869, BADW 530. He also indicated that 10 Ngati Manuwhiri were living with Te Kiri at Waitangi (on Kaipara Harbour).

<sup>46</sup> *Census of New Zealand 1886-1901*. These census returns were broken down by 'tribe', but this information appears to be highly unreliable. For example, 273 Ngati Whatua were recorded as living in Rodney County in 1886, but none were recorded in 1891!

very little south of Waiwera (in Waitemata County) after 1845. If the 1841 Mahurangi purchase took effect anywhere it was in the North Shore-Te Weiti-Orewa area which was also littered with Old Land Claims (both those based on pre-Treaty transactions, and preemption waiver claims). In this southern section of the Mahurangi area, Maori retained little or no land after the 1850 Pukekauere and Pukekohe Crown purchases at Te Weiti. FitzRoy, in 1844, assumed that within the Crown purchased area of Mahurangi, he was at liberty to create Native Reserves.<sup>47</sup> But were any reserves created south of Waiwera?

At most the Crown was prepared to consider Maori requests for Crown grants on the North Shore. In 1852 the Crown granted a few Maori who had previously worked at Albert Barracks a few acres on the North Shore as 'a place to raise food for ourselves . . .'<sup>48</sup> In the same year Governor Grey granted Eruera Patuone 110 acres at Takapuna. Patuone's grant dated 13 July 1852 was, however, a 'Grant of occupancy only'.<sup>49</sup> According to Patuone's biographer, Grey appointed Patuone as the Maori sentinel on the North Shore, just as he put Te Wherowhero on 'Crown land' at Mangere to guard the southern approaches to the colonial capital. Although Patuone's relatives remained at Takapuna after his death in 1872, this was never a Native Reserve with appropriate protection from alienation.<sup>50</sup>

The only other land inhabited by Maori on the North Shore was a small area at Awataha (or Northcote) granted to the Catholic Church for schooling 'children of both races, and poor people . . .' in 1850.<sup>51</sup> This was where the Te Tawera people sought refuge after the 1856 Kawau gunpowder incident, and it is also where some of Te Hemara's people moved after they sold their remaining Puhoi land in 1893. This, too, was manifestly not a Native Reserve.

---

<sup>47</sup> Referring to land south of Waiwera claimed by the Smithson family, FitzRoy wrote: 'The land in question is Crown Land *reserved for the use of Natives* . . . [emphasis added]' FitzRoy to Sinclair 20 Dec. 1844, OLC 1/1136-1139

<sup>48</sup> Hakiha to Nugent (Native Sec.) 9 July 1852, Ligar minute 12 July 1852, Surveyor General's Office minute 13 Sept. 1854, IA 1/1852/2127

<sup>49</sup> 'Return of [Auckland] Crown Grants . . . ' 3 July 1862, AJHR 1862 E-10 p. 27

<sup>50</sup> CO Davis, *The Life and Times of Patuone* JH Field, Auckland, 1876 pp. 91, 126

<sup>51</sup> 'Report on Native Reserves in . . . Auckland' 7 Oct. 1871 AJHR 1871 F-4 p. 35

In fact, Awataha Maori petitioned Parliament in 1925 alleging:

that the land they now occupy known as 'Awataha' . . . was never included in the sale to the Crown of the Mahurangi Block and therefore the Crown grant issued to the Catholic Bishop in 1850 was invalid.<sup>52</sup>

In 1991 members of the Awataha Marae Society filed a claim with the Waitangi Tribunal. They claimed that the land on which they built their marae was:

part of the original Mahurangi Block sold for minimal cash and goods, and resold to Pakeha settlers at a greater price in 1843, and that occupation by the Kawerau a maki was ordered by the Court in 1923 to be terminated.<sup>53</sup>

The Awataha claim stated that various North Shore Maori committees spent 28 years seeking a place to site a marae before they were leased Crown land in Northcote in 1986. The society knew that this site was of great ancestral significance and that it adjoined what was known as the Catholic Native Settlement during the early 20th century. The claimants stated also that the Kawerau people residing there were forcibly evicted from the area in 1923 according to a report later published in the *New Zealand Observer*.<sup>54</sup> The Awataha marae claim survives as one of the only links between Maori and their history of protest against Crown actions on the North Shore.

Today, according to the records of the Tai Tokerau Maori Land Court, there remains only 898 hectares of Maori land in the entire Mahurangi-Mangawhai area. The following is a list of current Maori land verified by Rex Wilson, the Deputy Registrar of the Tai Tokerau Court:

Omaha 1 & 2	2.3 ha.
Opahi A1, 3AY, 4, 2A4	10.3 ha
Pakiri (18 parcels)	885.4 ha
Total	898 hectares (or 2,218 acres) <sup>55</sup>

Thus, we can see that 98.5% of this land is at Pakiri, the same land that Rahui te Kiri clung to

---

<sup>52</sup> Puhata petition No. 126/25, AJHR 1925 I-3 p. 10. The House Native Affairs Committee reported that it had 'no recommendation to make' on this petition.

<sup>53</sup> Awataha Marae Society statement of claim (received 22 Feb. 1991), Wai 187

<sup>54</sup> *New Zealand Observer* 10 Nov. 1926, cited in Awataha claim, Wai 187

<sup>55</sup> I am indebted to Deputy Registrar Wilson for his assistance in verifying this information. Pers. comm. Rex Wilson 26 May 1998

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100

so steadfastly from 1873 until she began to alienate portions of it after 1895.<sup>56</sup> Maori land at Pakiri today represents 22.3 % of the land she retained in 1881. Based on the 190,000 acre estimate of the original Mahurangi Crown purchase, Maori land today accounts for only 1.16% of the total area.

### **Should Mahurangi be included in the Kaipara inquiry?**

The foregoing suggests that the history of Crown actions towards Mahurangi Maori is distinctive enough to warrant a separate Tribunal investigation, independent of the current Kaipara inquiry. Although many of the basic historical issues in Kaipara are issues also in Mahurangi, they generally contain different ingredients. For example, the early omnibus 1841 Mahurangi Crown purchase had no Kaipara counterpart. The continuing Hauraki involvement in Mahurangi also separated it from Kaipara. Likewise, Mahurangi Maori were left with much less land than Kaipara Maori, both before and after 1881.

Rather than recommending a further Tribunal investigation solely devoted to Mahurangi, however, a better option may be a combined Mahurangi-Gulf Islands inquiry. These islands, excluding Waiheke, are currently considered to be outside the scope of the Hauraki inquiry. Paul Monin has already completed an exploratory report on these islands, and he has shown that they share with Mahurangi a similarly intense history of Crown actions. Like Mahurangi, the Gulf Islands were the sites of multiple overlapping Old Land Claims and Crown purchases. Like Mahurangi, Maori retained little land in these islands after 1881.<sup>57</sup>

---

<sup>56</sup> According to Alemann, she sold 3,155 acres out of her 9,766 acre parcel in 1896. Mangawhai Forest Claim, p. 95

<sup>57</sup> Monin, Gulf Islands report, Wai 406 C7

## CONCLUSION

This general conclusion will begin with a restatement of the conclusions at the end of each of the six preceding chapters. It will then review the claims affecting Mahurangi currently before the Waitangi Tribunal. Finally, it will identify six matters which I believe require further investigation.

The general question posed in Chapter 1, 'The Crown and Mahurangi Maori', was: which Maori groups did the Crown negotiate Mahurangi purchases with? In answer, I stated that officials negotiated with Hauraki first, then with Ngati Whatua, and finally with different Kawerau descent groups. Some of the Kawerau groups related to Ngati Whatua through Ngati Rongo, and some related to either Te Uri o Hau or Ngati Wai. Did Crown officials recognise the complexity of customary interests in their purchase activity? I stated that, generally, Johnson did, and Rogan did not. The Crown's apparent lack of consistency in dealing with different groups in the same areas made it difficult for Maori to understand what was going on.

In chapter 2, 'The 1841 Mahurangi purchase and its aftermath', I attempted to answer the question: what defined the extent of the original 1841 Mahurangi purchase? Clarke's written boundary description in the deed did *not* define what became the full extent of the purchase. 1845 surveys determined that the Crown claimed title, not to the approximately 190,000 acres described in the 1841 deed, but to 56,000 acres east of the 1845 survey lines (see Figure 4). Secondly, were subsequent Mahurangi purchases a recognition of multiple Maori interests, or simply attempts to pay-off successive claimants? Crown actions during the 1840s appeared to be dictated by successive Maori claims within the Mahurangi area. Not until after 1850 did Johnson begin to analyse multiple Maori interests in any considered way. Even then, the Crown appeared to operate on a first come, first served basis.

Chapter 3, '"Second Wave" Mahurangi purchases 1853-1865', concluded with an answer to the question of whether the Crown consulted 'all groups with a legitimate interest' in Mahurangi. Johnson appears to have made an honest attempt to identify what constituted a 'legitimate' Maori 'interest'. He believed that a combination of ancestral and occupation rights



constituted the primary '*root of the soil*', and he considered rights based on conquest to be secondary. On the other hand, Rogan appears to have negotiated with whoever appeared to be in charge, without a searching investigation into the origin of their rights. I added that only an examination of Maori language sources could enable the Tribunal to judge Johnson or Rogan's level of customary expertise. Moreover, the Crown's neglect to provide reliable acreage information in most purchases denied Maori to negotiate 'fair' prices, based on unit price comparisons.

In the conclusion of chapter 4, 'Mahurangi Old Land Claims', I related the Crown's investigation of Old Land Claims to Crown purchases in Mahurangi. Generally, Crown purchases ignored the existence of pre-Treaty transactions, unless they referred to them specifically in the deed. Even if the purchase deed referred to such transactions, however, they were often ignored. For example, the original 1841 Mahurangi Crown purchase deed excluded places 'disposed of formerly', but when Crown officials sketched the entire area three times in 1853-1854, they omitted reference to most private claims and grants. This was also the pattern with preemption waiver claims. Nonetheless, many Crown purchases overlapped with Old Land Claims, apparently because officials believed that the claims failed to extinguish Native title in a full and final way (see Figure 1: Mahurangi-Mangawhai Old Land Claims and Crown Purchases). The crazy quilt pattern which resulted from these overlapping transactions must have bewildered Maori, as it has often bewildered this historian.

Chapter 5, 'Changes in Mahurangi Crown purchase policies 1840-1881', concluded that they changed a great deal during that time. Protector of Aborigines Clarke failed to operate effectively either as Protector or as the chief Crown purchase officer in 1840-1842. The period 1843-1853 (from the arrival of FitzRoy to Grey's departure for Capetown) saw more drift than design in the North. McLean's Crown purchase system between 1854 and 1860 appeared sound and consistent, but purchase practices varied a great deal. In Mahurangi, Johnson's practice differed markedly from Rogan's. Then, after 1865, both policy and practice foundered on the shoals of private interests and political opportunism (exemplified by Sheehan's conduct at Pakiri

North). If Crown purchase agents learnt anything from the 1873-1881 Pakiri fiasco, it is not evident from the available historical records.

I concluded the final chapter, 'Mahurangi and Kaipara historical issues', with a recommendation that the Waitangi Tribunal consider a combined Mahurangi-Gulf Islands inquiry. Most of these islands are currently outside the scope of the Hauraki inquiry (although the Hauraki Tribunal has yet to define the full extent of its inquiry). This recommendation follows from my view that the two areas share strong historical similarities. Mahurangi and the Gulf Islands were the sites of multiple overlapping Old Land Claims and Crown purchases. Just as in Mahurangi, Maori retained little land in these islands after 1881. In Mahurangi, Maori appear to have retained just 1.16% of the 190,000 acres included within the Mahurangi area (as defined by the 1841 Crown purchase deed).

The Waitangi Tribunal may wish to consider the fact that Mahurangi features in nineteen separate statements of claim currently on its register. They are, in numerical (which is not quite chronological) order:

Wai 72 filed by Hariata Gordon for Ngati Paoa Kaumatua on 21 October 1987  
 Wai 100 by Huhurere Tukukino for Hauraki Maori Trust Board on 5 May 1987  
 Wai 106 by Te Kahu-iti Morehu for Reweti Marae on 5 April 1988  
 Wai 121 by Tapihana Paki and Eru Manukau for Ngati Whatua on 24 January 1990  
 Wai 186 by Takutai Wikiriwhi for Ngati Whatua on 4 March 1991  
 Wai 187 by Rangitinia Wilson for Awataha Marae Society on 22 February 1991  
 Wai 244 by Lucy Palmer for Ngati Wai Trust Board on 30 March 1987  
 Wai 280 by Laly Haddon for descendants of Rahui te Kiri on 9 March 1992  
 Wai 303 by Haahi Walker and Tom Parore for Runanga o Ngati Whatua on 28 July 1992  
 Wai 312 by Takutai Wikiriwhi for Ngati Whatua o Kaipara on 17 September 1992  
 Wai 354 by Arapeta Hamilton for Ngati Manu on 5 April 1993  
 Wai 454 by Walter and Adrian Taipari for descendants of Hoterene Taipari on 26 April 1994  
 Wai 468 by Morely Powell for Ngapuhi Whanui Trust on 14 February 1995  
 Wai 470 by Hariata Ewe and Warena Taua for Kawerau a Maki Trust on 5 July 1994  
 Wai 495 by Mahuta Williams for descendants of Tanumeha Moananui on 23 November 1994  
 Wai 532 by Gregory McDonald for descendants of Rahui te Kiri on 3 April 1995  
 Wai 683 by Weretapou Tito for Te Parawhau on 23 June 1997  
 Wai 720 by Tamatehura Nicholls for Marutuahu Whanui o Hauraki on 11 December 1997  
 Wai 721 by John Edwards for Ngati Tahinga ki Kaipara on 11 February 1998.

In my view, this report should be seen as a modest beginning to a more ambitious inquiry. In particular, I believe that the following matters require further investigation:

- (a) Maori responses to Crown actions need skilful attention using both Native Land

Court records, and using Maori documentary sources (together with oral history). I expect claimant historians will make a major contribution in telling the Maori side of the story.

- (b) The nature and extent of the continuing Hauraki presence in Mahurangi requires more detailed attention than that devoted to it in this report. The November 1997 amendment to the Hauraki Maori Trust Board claim restates this aspect of Mahurangi history without going into detail (see Wai 686, 1.3a).
- (c) Maori participation in the 19th century coastal timber and provisioning trade may merit the same kind of study for Mahurangi which Russell Stone has completed for Hauraki (see Wai 686, A12).
- (d) A much more detailed analysis of Crown transactions in the North Shore area (south of Whangaparaoa peninsula) appears to be desirable, if not necessary.
- (e) The question of title to the foreshore could be fruitfully investigated. Disputes on this question arose in Mahurangi during the 20th century.
- (f) The nature and extent of the Crown's role in the private alienation of Maori land after 1865 has not been covered in this report. This may be a subject on which the Tribunal should commission a report.