WAI 52 #A3

DUPLICATE

WAI 113 #A12

Rangitikei/Manawatu Block

Victoria Fallas
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My name is Victoria Fallas and I have been commissioned by the Waitangi Tribunal to research certain aspects of the purchase, in 1866, of the Rangitikei/Manawatu Block by Isaac Featherston, Superintendent of the Province of Wellington, acting as Chief Land Purchasing Commissioner for the General Government. I hold a Bachelor of Arts degree with Honours from the University of Newcastle, New South Wales, Australia and am, at present, researching a Master of Arts thesis on the purchase of the Rangitikei/Manawatu Block. My commission from the Tribunal is to establish, through examination of both personal and Government documents, the validity of the purchase by the government - in particular whether it was purchased both fairly and from its rightful owners. This report has been compiled from documentary sources and the iwi themselves have not been consulted. The minutes of the Land Court were not consulted during my limited time in New Zealand and I am, at present, awaiting copies of these documents. My findings will be forwarded to the Tribunal as soon as possible. There is more work required on customary right, which is part of the current debate in New Zealand and in view of this I have not delved too deeply into this issue preferring to wait until some general concensus is reached on the subject.

Early Tribal Settlement

By the early 1800s the area between Wanganui and modern Wellington was occupied by the Ngatiapa, Muaupoko and Rangitane people. According to Buick the Rangitane occupied the area .."from the mouth of the Manawatu River to its source and included what are now known as the Pahiatua and Dannevirke districts."[1] The Ngatiapa resided in .."the country drained by the Rangitikei River," and the Muaupoko occupied the Horowhenua District.

During this time the Ngatitoa were experiencing difficulties with their tribal enemies the Waikato tribes. The latter had managed to procure muskets from the pakeha, giving them a military superiority which threatened the security of the Ngatitoa in the Kawhia area. In view of this Te Ruaparaha readily accepted an invitation from Tamati Waka Nene to accompany his taua down the coast. The taua was successful in overcoming the Ngatiapa at Rangitikei with those Ngatiapa not killed fleeing to the mountains. The Rangitane also suffered many losses at the hands of Te Ruaparaha at Hotuiti (a pa situated on a small lake between Foxton and Shannon[2]) where the chiefs Tokipoto, Tamaraki, Pokahuawai, Toi and Rangihukaroa together with many of their followers, were killed.

It was at this time that Te Ruaparaha became aware of the presence of whaling ships visiting that part of the coast. This information was all Te Ruaparaha needed to convince him that, in order to survive during those times of musket warfare, it was imperative to be geographically situated in an area frequented by pakeha who could guarantee a supply of the

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[1] T.L. Buick, Old Manawatu, Buick & Young, Palmerston North, 1903, p. 31.

[2] J.M. McEwen, Rangitane A Tribal History, Auckland, 1990, p.121.

superior weapons.[3] It was with this in mind that Te Ruaparaha returned to his people in order to try to persuade them to follow him back down the coast. On the return journey one of Te Ruaparaha's senior generals, Te Rangihaeta, married Te Pikinga who was the captive sister of Arapata an important Ngatiapa chief. Burns states that the marriage was instigated by Te Ruaparaha as a political alliance in order to ensure that the Ngatiapa would guard the Rangitikei for them in their absence.[4]

The Rangitane, Muaupoko and Ngatiapa had previously engaged in many wars between themselves. Following the departure of the Ngatitoa they had once again begun to fight amongst themselves, demonstrating that inter-tribal relationships in the area were far from stable. However, the local iwi did meet on Kapiti Island prior to the return of the Te Ruaparaha to discuss fears that he could not be trusted and a decision was reached to assassinate the Ngatitoa leader.

On Te Ruaparaha's return to settle permanently in the area his son Tupoa was killed by members of the Muaupoko who, realising that the wrath of Tupoa's father would be terrible, called upon members of the Rangitane, Ngatiapa and Whanganui iwi to assist them in staving off the inevitable Ngatitoa attack. Their combined forces were defeated by Te Ruaparaha during the battle called Haowhenua and the Muaupoko were further crushed at Papaitonga where the Ngatitoa attacked their island pa. In reply to this the combined forces regrouped to attack the Ngatitoa at Waikanae resulting in the retreat of Te Ruaparaha and his forces to Kapiti Island.[5] However, the victory of this allied defence was to be short lived when in 1824 they combined once again in a concerted effort to rid the coast of the Ngatitoa. A massive army consisting of members of the Ngatiruanui, Whanganui, Ngatiapa, Rangitane, Muaupoko and Ngatikuia combined with the Ngatiapa, Ngatikuia and Rangitane from the south island. They attacked Te Ruaparaha and the Ngatitoa on Kapiti Island were they were completely routed despite their superior numbers. This battle served to establish Te Ruaparaha's position of superiority on the coast. There followed a period of bloody vengeance when Te Ruaparaha sent a series of war parties up and down the coast exacting his revenge on those who had attacked him. McEwen says that while most of the coast was subjugated by Te Ruaparaha the principal domain of the Rangitane .."on the Dannivirke side of the Manawatu Gorge and further south, was not at any time invaded by Ngatitoa or their associated tribes and the Rangitane sub-tribes of that district could not by any stretch of imagination be said to have been subjugated."[6]

By 1828 many Ngatiraukawa hapu had arrived in the area on the invitation of their kinsman Te Ruaparaha. (Te Ruaparaha's mother was Ngatiraukawa and his father Ngatitoa.) One of the senior chiefs, Te Whatanui settled with his people at Horowhenua where he allowed the few remaining Muaupoko who had escaped the vengeance of Te Ruaparaha to return,

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[3] G. Adkin, Horowhenua, Department of Internal Affairs, Wellington, 1948, p.126.

[4] P. Burns, Te Ruaparaha, A New Perspective, Wellington, Reed, 1980, p.63.

[5] McEwen, Rangitane, pp. 129-130.

[6] ibid, p. 132.

allowing them to live in a state of subjection despite the fact that Te Ruaparaha had wished for their complete extermination. In 1834 Ngatitoa and Te Ati Awa (allies of Ngatitoa who had accompanied Te Ruaparaha on his second taua down the coast) invited both the Rangitane and the Muaupoko to join them in a feast of new red food (melons or pumpkins). Both agreed to attend despite warnings from Whatanui that it was a trap. Many of the guests were slaughtered in a final act of revenge by Te Ruaparaha who had never forgiven the Muaupoko for the deaths of members of his family years before. The incident also served to prove that Ngatiraukawa, under Whatanui, were not merely liegemen of Te Ruaparaha but independently powerful in their own right. This was demonstrated by Whatanui's refusal to countenance the extermination of the Muaupoko and his subsequent role as protector both in allowing them to return to their land (albeit in a state of subjection) and his warning to both the Muaupoko and Rangitane of Te Ruaparaha's plot to attack them.

While the Muaupoko and Rangitane remained hated enemies of the Ngatitoa there were still some hapu of Ngatiapa who had managed to retain the precarious alliance with the Ngatitoa through the marriage of Te Rangihaeta and Pikinga. (Travers said that while they allied themselves to Ngatitoa, Ngatiapa lived .."in a state of complete subjection."[7]) However the fragile alliance was severed when the Ngatiapa joined the Rangitane at Hotuiti in the Northern Manawatu and despite requests from Te Ruaparaha to leave the area they refused. Following their refusal the Ngatitoa invited both the Rangitane and Ngatiapa to their camp where many were killed including three Ngatiapa chiefs. In retaliation the Ngatiapa attacked the Ngatitoa killing 60 people including four of Te Peehi Kupe's children. Te Peehi was one of Te Ruaparaha's most senior generals and he belonged to a paramount family of the iwi. Needless to say, any link through marriage between the Ngatiapa and Ngatitoa was severed at this time.[8] Discussing these events and any bond between Ngatitoa and Ngatiapa, Travers says that the above events .."led to a rupture of this friendship and to the ultimate complete subjugation of the Ngatiapa."[9]

Following the failed attack by the combined armies on Kapiti the mana of Te Ruaparaha was secured over the land and it was at this point that he began to divide the land between his followers. Travers, McDonald, Adkin and Buick say that the Ngatitoa kept Kapiti, Te Ati Awa were given the land south of the Kukutauaki Stream as far as Waikanae with the land north of the Kukutauaki Stream to the Wangaehu River being reserved for the Ngatiraukawa. (Adkin says that the northern boundary was Rangitikei). Carkeek maintains that the northern boundary of the Ngatiraukawa lands was the north bank of the Manawatu.[10]

Of the Ngatiraukawa division Buick says that "..Te Whatanui became chief at Horowhenua,

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[7] W.T.L. Travers, Stirring Times of Te Rauparaha, (Facsimile Edition), Wilson & Horton, Auckland, First published, 1872, p.121.

[8] W.C. Carkeek, The Kapiti Coast, A.H. & A.W. Reed, Wellington, 1966, p.10, also Buick, Old Manawatu, p. 46.

[9] Travers, Stirring Times, p. 110.

[10] Carkeek, Kapiti Coast, p.23.

Ihakara Tukumaru chief of the Lower Manawatu, and Nepia Taratoa chief of the upper district as far as the Wangaehu River.[11] Carkeek relates evidence from Roera Hukiki at the Wairapa hearing of the Native Land Court in 1874 where the division of the land was attributed to Te Ruaparaha's adviser, his sister Waitohi:-

> When her hapus were eventually brought down from the north," explained Roera Hukiki, "a description of the land was then related to them. Waitaheke was given by Ngati Toa to Ngati Kauwhata, Waikawa was given to Ngati Wehiwehi, Rotokare to Te Ahu Karamu, Paetonga to Paia, Poroutawhao to Ngati Huia, Horowhenua to Te Whatanui.[12]

Wilson describes the location of various hapu in great detail, a precis of which is as follows:- There was a pa of Ngatiapa at Parewanui where about 100 people resided comprising all those living on the Rangitikei River; a few remaining Rangitane living in tributary freedom after Rauparaha's invasion at Oroua Downs with other Rangitane living at Puketotara; east of Motoiti on the Manawatu River a section of the Ngatiraukawa had a pa; at Puke lake was a Ngatiapa pa; there was a pa named Hokianga on the Rangitikei whose occupants are not named; some Ngatiwehiwehi lived at Paparata; Ngatiterangi at Owhaoa (Ooa), near Taikorea the principal chief being Wiriharae te Angainga; a pa at Purakau where Pene te Whareakaka was chief. For further lists with reference to run leasing by pakeha which also throw some light on where various hapu were living at the time see appendix 1.[13]

The Purchase of the Rangitikei/Manawatu Block

By the beginning of the 1860s the majority of prime land in the Province of Wellington, had been purchased or otherwise acquired, much of it by wealthy capitalists. Many were politicians or those who fell under the patronage of the autocratic superintendent of Wellington, Dr Isaac Featherston. There was, however, one huge tract of land left in the Province which was still in Maori hands that was much coveted by the pakeha. The land lay between the Rangitikei and the Manawatu Rivers and a great deal of it was leased, albeit illegally, to certain wealthy pakeha as pastoral runs.[14](doc 78-84)

The Rangitikei-Manawatu Block was considered by Europeans to be of the finest blocks in the country. It proved, however, to be one of the province's most difficult purchases due both to disputes over title to the block and to poor handling of the purchase by the authorities, particularly Featherston and his associates. This resulted in arguments between

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[11] Buick, Old Manawatu, p. 169.

[12] Carkeek, Kapiti Coast, p.23.

[13] J.G. Wilson, Early Rangitikei, Whitcombe & Tombs, Christchurch, 1914, pp. 146-152.

[14] Analysis of Native Leases. Rangitikei-Manawatu Block, MA-13-70, WARC. (This document contains extensive lists of runs, lessors and lessees)

the Provincial Council and the Central Government and a stream of petitions to both the governments of Britain and New Zealand by the Ngatiraukawa who believed they had been robbed of their land.

In 1849 Donald McLean began negotiations to purchase the block of land north of the Rangitikei River known as the Rangitikei-Turakina block. Ngatiapa had offered this land for sale in 1846, under protest from both Ngatiraukawa and Ngatitoa who claimed that Ngatiapa had no right to sell. The matter was resolved after three years of discussion between the iwi and McLean when both Ngatiraukawa and Ngatitoa agreed to allow Ngatiapa to sell the land north of the Rangitikei river provided that negotiations would not extend to the Rangitikei/Manawatu block which they claimed belonged solely to themselves.[15] This offer was extremely tempting for the Government who had long wanted the land for settlement.

During negotiations for the sale of the Rangitikei Block it was suggested that some small life annuities be paid to certain chiefs in order to promote their loyalty to the Government. While McLean thought that it could create some jealousy amongst those members of the iwi (several of whom were between 50-60 years old) not in receipt of such an annuity, he suggested that if the Government should approve the annuities they should:

> ..be paid in small sums varying from five to ten pounds to the most deserving chiefs for maintaining order and regularity among their tribes and for ensuring their cooperation and support in carrying out the measures of the Government. [16]

The Colonial Secretary replied that the Government would be favourable to granting small annuities to such chiefs as deserved them:

> .as an act of grace and favour on the part of the Government to deserving individuals and with a view to securing the zealous assistance and cooperation of such persons in locating settlers, preserving peace and order among their own people and generally aiding in carrying out the views and wishes of the Government.[17]

He did however concur with McLean that no reference should be made of such annuities on the Deed of purchase in order to avoid jealousy within the tribe.[18]

The purchase money was agreed at 2500 pounds to be paid over 3-4 years. No mention was

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[15] McLean to Colonial Secretary, 26.6.1849, McLean Papers, Ms. 32, 3, WTU.

[16] McLean to Colonial Secretary, 11.4.1849, NZC 3/10 WARC, (Jane Luitten supporting document number 376).

[17] Colonial Secretary to McLean, 25.4.1849, MS-32-3, WTU.

[18] ibid.

made of the above annuities. McLean was of the opinion that if the Ngatiapa were satisfied with the payment then other tribes may follow suit and in a letter to the Colonial Secretary remarked that:

> Many other natives at the Manawatu and elsewhere who are at present tenacious of parting with their land will be more readily influenced to do so if they find the Ngatiapa are satisfied with their final payment.[19]

While most contemporary commentators agree that the Ngatiraukawa accepted no part of the purchase money for the Rangitikei block Walter Buller, in a report to Walter Mantell in August 1863 suggests the contrary. He says:

> It appears that when the Ngatiapa, in 1849, surrendered to the Crown the land lying between the Wanganui and Rangitikei Rivers they compromised the conflicting Ngatiraukawa claims (of conquest) by conceding to the latter the rights of disposal over the territory lying South of the Rangitikei; with the mutual understanding - that as the Ngatiraukawa had received a share of the payments, the Ngatiapa should in like manner participate in the purchase money for this block whenever the Ngatiraukawa should sell.[20](doc 243)

D. Matheson, in a document written in 1920 which he describes as "the history of these places as told by local natives," claims that:-

> McLean always did things in the Maori style. He placed eight piles of sovereigns in heaps five yards apart, and calling out the chiefs of the different tribes he made a speech and handed over the money. These were the tribes - Ngatiwhakatere, Ngatiwaewae, Ngatipikiahu, Ngatiraukawa, Ngati-hou-hou (Potoka's tribe), Ngatiparewahawaha, Ngatiapa and another which I do not remember.[21]

This document was written in 1922 and as Matheson does not name his sources it should be viewed with circumspection.

On 13th March 1849 there was a meeting of the tribes at te Awahou Pa. This was attended by representatives of the Ngatiraukawa, Ngatiapa and Whanganui. Nepia Taratoa, Te Ahu Karamu Paora, Ihakara Tukumaru and Matene Te Whiwhi represented Ngatiraukawa and Te Ruaparaha had sent his son Tamihana te Ruaparaha to represent his interests. Ngatiapa were

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[19] McLean to Colonial Secretary, 11.4.1849, MS-32-3-3B, WTU.

[20] Buller to Mantell 31.8.1863, MS Papers 83:236, WTU.

[21] D. Matheson, Document Concerning the Rangitikei Purchase, 2.9.1922, MS Papers 2779, WTU.

represented by Hunia te Hakeke, Aperahama Tipae, Kingi Hori te Hanea, and Te Whaitare. There were also several influential Whanganui chiefs including George King te anana and Aperahama Pareu. Lastly there was one te Upokoire chief present - Matiu te Rongomaiwiti. The Ngatiapa were allowed, by the Ngatiraukawa, a reserve on the south of the Rangitikei provided they promised not to sell it to the pakeha. Kawana Hunia of Ngatiapa was obviously not going to give up that easily. McLean said:-

> Kawana Hunia seemed much affected with the proceedings as if feeling his want of power to entirely establish the rights of his tribe to dispose of all their ancient claims and possessions a great portion of which are now in the hands of the powerful Ngatiraukawa tribe before whom he was contending.[22]

The deed for the Rangitikei-Turakina block was signed on 15.5.49 by over 200 Ngatiapa and on the following day the money was distributed and the reserves agreed to. However the satisfactory completion of the purchase took many more months because the inland boundary had not yet been defined. McLean returned to the area in November 1850, and finally (assisting his progress by granting an annuity of 20 pounds to Te Anaua) marked out the inland boundary of the block.

Following this sale the Ngatiraukawa agreed that the Rangitane should be allowed to sell land south of the Manawatu (the Ahuaturanga block) with the same proviso that the land between the Rangitikei and the Manawatu Rivers was not to be sold as it belonged to the Ngatiraukawa. Despite their resistance to selling the Rangitikei/Manawatu block the Ngatiraukawa did sell the Awahou block to the general government in 1858. The block was situated south of the Manawatu on the southern boundary of the Rangitikei/Manawatu block. During the sale there were many disputes between those with interests in the land. The sale was advocated
by Ihakara and the Ngatiwhakakore hapu and, despite some initial interest, was opposed by Nepia Taratoa who was determined not to relinquish any of his claims to the block. The deed of cession was signed by sixty-seven people but did not include Nepia Taratoa and at least three other Ngatiraukawa chiefs - Te Peina, Wereta Te Waha and Horima. Fifty pounds was paid to the Ngatiapa at the request of Ihakara for their interest in the block.[23] This is extremely interesting as a condition of the sale of the Rangitikei/Turakina block had been that the Ngatiapa had been allowed to sell the land as a concession by the Ngatiraukawa. In view of this it would be interesting to know what interest Ihakara believed Ngatiapa had in the Awahou block?

Dr Isaac Featherston was appointed Land Purchase Commissioner in 1862. He was also Superintendent of Wellington Province from 1853-1858 and from 1861-1870. This wearing

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[22] Report by Donald McLean of meeting at Te Awahou pa, 15.3.1849, McLean Papers, MS-32-3, WTU, (JL DOC 457)

[23] Jane Luitten, An Exploratory Report Commissioned by the Waitangi Tribunal on Early Crown Purchases Whanganui ki Porirua, Wai 52; 88; 108; 113; 182; 207; 237; 265, 5th March 1992, pp.29-31.

of two hats would create problems involving conflict of interests particularly over his handling of the Rangitikei/Manawatu purchase in 1866. Featherston was an autocrat who had ruled Wellington Province almost single-handedly by surrounding himself by people who adhered to his wishes and in return were favoured by his patronage. These people had become the small privileged elite of the province and had gained considerably from the purchase of Crown waste lands through the provincial land office. This had caused much dissension throughout the province as it became quite clear that the only way to acquire large tracts of pastoral land was through the patronage of Featherston himself.[24] In view of this it is of little wonder that the superintendent was extremely anxious to procure the Rangitikei/Manawatu block which contained some of the most fertile land in the colony. It was also anticipated that following the purchase of the Rangitikei/Manawatu block .."the purchase of the remainder of the western low country would speedily follow."[25]

The purchase of the Ahuaturanga block was the first large purchase completed by Featherston. Negotiations for this block had been initiated by Donald McLean more than fourteen years earlier and he had abandoned his efforts on 1850. In 1857, the then Land Purchase Commissioner, William Searancke was requested to re-open negotiations for the block and in May 1858 he sent James Grindell, an interpreter for the Native Land Purchase Department, to investigate the land offered for sale in the Upper Manawatu.

Grindell found that there was some opposition to the sale of the Ngaawapurua block which exceeded 100,000 acres and was situated .."on the Wairarapa end of the Seventy-mile bush."[26] Searancke had paid Hoani Meihana and other Rangitane one hundred pounds deposit for the block which had caused some dissent led by Te Hiriwanu and other Rangitane. Searancke also admitted that he .."thought it best at once to buy up the claims of the Ngatiraukawa Tribe on this block."[27] While he was opposed to the sale of the Ngaawapurua block Te Hiriwanu was prepared to sell Rangitane land:-

> He said they were now prepared to sell all that tract of country lying to the west of Ruahine and extending to the boundary of Rangitane, or Hoani Meihana's people, and north of Manawatu to its sources of the Oroua, Mangaone and Puhangina rivers, all tributaries of the Manawatu. This last flows along the western base of Ruahine and enters the Manawatu close to the

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[24] B.R. Patterson, Reading Between the Lines - People, Politics and the Conduct of Surveys in the Southern North Island of New Zealand, 1840-1876, Unpublished Phd thesis, Victoria University, 1984, p.329.

[25] Patterson, p.233.

[26] Commissioners Reports Relative to Land Purchases, 12th November 1855, AJHR, 1861, C-1, p.275, (JL doc 101).

[27] ibid, p.276, (JL doc 102).

gorge, which separates Ruahine from Tararua."[28]

A meeting was called at Puketotara to discuss the sale of the land. In attendance were Ngatiapa, Rangitane and some Ngatiupokoriri who Grindell described as:-

> These people, in consequence of a feud with the Whatiapiti (allies of Te Hapuku) during the wars of former times, migrated from Ahuriri to this place and were well received, and a portion of land allotted to them by Te Hiriwanu's people in consequence of their having spared two of the Rangitane people who fell into their hands during the wars. Of late years the land was again turned over to Te Hiriwanu, and a part of the tribe returned to Ahuriri, where they took part against Te Hapuku during the late outbreak at that place.[29]

Ngatiraukawa had not been invited to participate. Grindell warned those attending to be united against any opposition to the sale likely to come from the Ngatiraukawa. The meeting lasted 4-5 days and culminated in a decision to sell both the Puhangina block and a corresponding block on the south amounting in all to around 150,000 acres. Grindell said "Boundaries and reserves were fixed and a portion of land allotted to the Ngatiupokoriri."[30] He said:-

> I do not expect that the purchase of this block will be effected without some opposition from the Ngatiraukawas, but I am not inclined to think that any serious obstacles will be raised by them - nothing but what may be got over by judicious management.[31]

On meeting, later, with the Ngatiraukawa Grindell found they were divided on the question of selling, leading him to comment:-

> If they were all united, Te Hiriwanu might meet with more opposition; as it is, I have little doubt that the purchase of the land offered by him would lead to the acquirement of all the lands in the hands of the Ngatiraukawas.[32]

Grindell's comment is certainly food for thought. Had Ngatiraukawa remained united in their

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[28] Journal of James Grindell, AJHR, 1861, c-1, P.277, (JL doc 103).

[29] ibid.

[30] ibid.

[31] ibid, p.278.

[32] ibid.

stance to retain their lands they would have offered a much stronger resistance to the government and, more importantly, to those iwi such as Ngatiapa and Rangitane to whom the Ngatiraukawa had returned the lands north of the Rangitikei river and the upper Manawatu. This disunity also led to the sale of the land in the Rangitikei/Manawatu block. Grindell did, however, observe:-

> That the time is fast approaching when the country will be bought up, there can be no doubt, but much care and circumspection will be necessary in conducting the negotiations.[33]

He believed that Nepia Taratoa, while still opposed to the sale of Ngaawaparua, would soon capitulate to the side of the sellers saying that Taratoa had indicated his intention of selling all the country between the Rangitikei and the Manawatu.

Grindell's comments regarding Nepia Taratoa are extremely interesting. After remarking that each division of the Ngatiraukawa had gained certain individual tracts of land as their share of the conquest, Grindell commented that since there had been moves by certain individual hapu to sell their share their opponents had asserted that all the land was common property only to be sold with the consent of all hapu. Nepia Taratoa, however, had objected to the sale of any lands, not because he objected to land selling per se, but because .."he is merely ambitious of the name and anxious to prove his right to sell the whole country."[34] Obviously Nepia Taratoa was anxious that his mana over the land be recognised.

In September 1858 Searancke wrote to McLean that he had met with Nepia Taratoa, Ihakara and other chiefs of the Ngatiraukawa together with Te Hirawanu of the Rangitane and members of Ngatitehihi, Ngatiwaretere, Te Upokoriri, Ngatiapa and Ngatimotuahi. During the meeting the whole of the Upper Manawatu was returned to Te Hiriwanu by Ngatiraukawa, Ngatitehihi and Ngatirwaratere. Searancke and Grindell made a rough sketch survey of the land finding it to be around 170,000 acres which the Commissioner believed he would be able to purchase for about 9d per acre although he reported that he would have no hesitation, if pressed, to offer a little more for such superior land. Accordingly, in November Searancke arranged for a deposit of 1500 pounds to be made out by the government.

On his return Searancke was amazed to find that Te Hiriwanu had changed his mind regarding the agreed price for the block and was asking for a much larger sum than Searancke had anticipated or was prepared to pay. Searancke offered Te Hiriwanu 5000 pounds to be paid in instalments. Te Hiriwanu refused the offer yet insisted that the land be surveyed at once .."according to a promise he states was made in Auckland". Searancke believed Te Hiriwanu's hesitation to sell was because he would have to divide the purchase price between so many people who had interests in the block, resulting in only a small return for each individual recipient. Stewart commenced the survey with instruction to .."keep the

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[33] ibid.

[34] ibid, p.279, (JL doc 105).

idea of the sale constantly and prominently before the natives." In August 1861 Searancke reported:-

> Te Ahuaturanga or Upper Manawatu block is still unsettled and must continue so until the aboriginal owners become much more moderate in their demands.[35]

Searancke was inclined to blame the Ngatiraukawa for interfering in the negotiations by suggesting that Te Hiriwanu insist that the purchase price be determined on a price per acre.

Matters rested for some years due to the disruption caused by the war in Taranaki. The war in itself, was to have a profound effect on tribal relationships as certain tribes fought on the side of the government while others fought for the King party. In 1864 Featherston took up the negotiation for the block with Walter Buller, the resident magistrate at Manawatu, as his assistant. Problems arose when the Minister for Native Affairs, Walter Mantell, complained that it was improper for a resident magistrate to become involved in the purchase of maori lands. There were also Maori objections to Buller's appointment as they claimed he frightened them into selling their land.[36]

In summary, Buller was accused by Mantell of advising the vendors of the asking price of the block when he knew how much Featherston was prepared to pay. This act, claimed Mantell, would result in the Maori losing respect for the government. Buller replied that he was merely trying to advise the vendors in order to arrive at an acceptable figure. He claimed he had no idea what Featherston was prepared to offer. Interestingly, there were further allegations of impropriety levelled at Buller during the sale of the Rangitikei/Manawatu block.

The block was finally alienated to the crown on 23rd July 1864. Featherston had paid 12,000 pounds for 250,000 acres of land. Luitten makes the point that:-

> For the first time on the west coast payment was made in one lump sum. Featherston later admitted that this "tended very materially to hasten the conversion of the opponents to the Rangitikei/Manawatu sale.[37]

Problems over the Rangitikei/Manawatu block arose when, on the death of Nepia Taratoa in 1862, disputations arose over the distribution of monies received as rent on land leased

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[35] ibid p.295. (JL doc 121).

[36] Ross Galbreath, Walter Buller The Reluctant Conservationist, Wellington, GP Books, 1989, p. 57.

[37] Luitten, p.35.

to pakeha runholders 6-7 years previously.[38](doc 78-84) (Fox maintains that these leases were in writing - however I have not come across such documents.) Fox noted that while members of Ngatiraukawa, Rangitane and Ngatiapa were considered among the lessors, the original leases were, from what he could ascertain, arranged with Nepia Taratoa (chief of Ngatiraukawa) who divided the rents (worth 600 pounds per year) in various proportions between hapus of the three above mentioned iwi until his death. This would seem to indicate that while the names of various Ngatiapa and Rangitane appeared on the leases it does not indicate that they actually owned the land - merely that they were allowed to take part in the receiving of rents by Taratoa who possessed the mana over the land. Taratoa was said, on his deathbed, to have given the Ngatiapa a large sum of money from the rents.[39](doc 251) Later evidence in the Land Court suggests that Nepia Taratoa allowed Ngatiapa and Rangitane to participate in the rents as an act of grace and favour. Ngatiapa had sold all the land north of the Rangitikei and therefore had no income. They had heard that Nepia Taratoa was financing the erection of a flour mill at Makowai and asked if they could join in the venture. Taratoa is said to have allowed them to participate in the leases in order to finance their share of the mill. The witnesses, however, stress that this in no way indicated that Ngatiapa had any interest or mana over the land as the mana still lay with Nepia Taratoa.[40](doc 193-208) Although Taratoa had allowed Ngatiapa and Rangitane to be listed on the documented leases he would never have intended that such documents would signify their ownership of the land. Allowing other hapu or iwi the use of one's land was a traditionally acceptable practice in pre-pakeha times - a practice that Taratoa appeared to have demonstrated over the pakeha leases.

On Taratoa's death the Ngatiraukawa and Rangitane argued that the Ngatiapa were receiving more than their fair share of the rent money. The Ngatiapa, however, had grown more confident and aggressive since Taratoa's death and argued that the rents were theirs by right and that, in fact, the land belonged to them. The Ngatiraukawa and Rangitane offered to compromise by dividing the land into three, a portion for each of the tribes involved, or by dividing the rents.[41](doc 252) The Ngatiapa refused. It is doubtful that this offer to divide the land can be viewed as an admission, by Ngatiraukawa, of Ngatiapa rights over the land. However, it may be seen as either a tacit admission of certain individual rights over the land for those Ngatiapa living on the block or conversely an attempt by Ngatiraukawa to resolve a potentially violent situation. Ngatiapa were armed following the war in Taranaki where they enlisted as kupapa for the government and had issued threats of violence against the Ngatiraukawa who they deemed should hand over all the rent money to them and

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[38] Analysis of Native Leases. Rangitikei-Manawatu Block, MA-13-70, Also see appendix 1 for details of pastoral runs listed in J. Wilson, Early Rangitikei, Whitcombe & Tombs, Christchurch, 1914.

[39] Fox to Mantell, 19.8.1863, MS papers 83 (236), WTU.

[40] Newspaper cuttings describing sittings of the Native Land Court Otaki, Hadfield papers, MS-139-30, WTU.

[41] Fox - Mantell, 19.8.1863, MS papers 83 (236), WTU.

relinquish any future claims.[42] In response the Ngatiraukawa and Rangitane built fortified pas on a run leased by Mr Alexander ordering that he acknowledge them as his future landlords and pay them the back rent, which he had previously paid to the Ngatiapa.[43](doc 240-244) This dispute over rent money led to the intervention of Walter Buller, Resident Magistrate at Manawatu. In a report to Walter Mantell in July 1863, Buller stated that he did not have "..any grounds for believing that a collision is imminent between Ngatiraukawa and Ngatiapa"[44] However, he did admit that Fox had written to him 8 days earlier informing him that the "..Ngatiraukawa were getting their guns ready for a fight with the Ngatiapa"[45] because Mr Alexander, had paid his rent to the Ngatiapa rather than to themselves. In view of this the Ngatiraukawa were threatening to drive the cattle off the land and the Ngatiapa had announced that they would retaliate if necessary.

Buller rode up to assess the situation and found that while there had certainly been an angry confrontation the issue was to be discussed at the general meeting of tribes at Puketotara on the 23.7.63. He wrote to Mantell on 31.8.1863 informing him that he and Fox, with the assistance of Tamihana Te Rauparaha (Ngatitoa), had met with the opposing parties who had agreed to refer the whole matter to the government.[46](doc 240-244) It was agreed that any decisions over the leases would be held over until the question of title was resolved. Buller stressed the need to act quickly on this matter which he referred to as " a difficult and dangerous land-question."[47] The Ngatiraukawa requested that Donald McLean and the Reverend Samuel Williams be called to confirm their assertion that the Ngatiapa had recognised, during the sale of the Rangitikei block, the undisputed rights of the Ngatiraukawa to the Rangitikei/Manawatu Block. I have been unable to find any record of the two above named pakeha having been consulted on the matter at that time although Samuel Williams confirmed their claim when called as a witness at the Otaki Land Court hearings in 1868.[48](doc 196-197) Meanwhile, in 1863, Buller and Fox were convinced that arbitration was the best course to take in this matter in order to ascertain title to the block through

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[42] Luitten, p.40. Ngatiapa, pre-1840, would perhaps have taken the opportunity to confront Ngatiraukawa in an effort to regain their territory by conquest. No doubt they would have felt, in 1863, that the situation was somewhat unfair due to the imposition of British law onto their society depriving them of their chance to retaliate.

[43] Buller to Mantell 31.8.1863, MS Papers 83:236, WTU.

[44] Buller to Mantell, 16.7.63, MS Papers 83 (235), WTU.

[45] ibid.

[46] Buller to Mantell, 31.8.1863, MS papers 83 (236), WTU.

[47] ibid. Fox also stressed the need to act quickly suggesting that perhaps the Native Minister himself could act as arbitrator. MS papers 83 (236), WTU.

[48] Newspaper cuttings Land Court at Otaki, MS papers - 139-30, Hadfield Collection, WTU.

inheritance and conquest.[49](doc 240-243, 250-259) Unfortunately, with pre-occupation of the renewed war in Taranaki and its extension to the Waikato, nothing was done to bring the matter before arbitration and the contending parties again threatened violence to resolve the issue.[50]

In January 1864 Featherston travelled to the area, at the request of Fox, to try and settle the dispute. Ihakara spoke for the Ngatiraukawa and Rangitane and requested that the problem be submitted to arbitration. Featherston was unwilling to allow the arbitration proceedings to be carried out in accordance with Maori tradition and explained to those present the pakeha way. However, Ihakara and his people would only agree to meeting according to Maori custom. On meeting the Ngatiapa Featherston proposed that they too offer to submit their claims to arbitration in the pakeha style. This was refused as they said it would only compound the problem and create more disputes over boundaries. They insisted, instead, that the whole block be given over to Featherston for sale as money could be divided more easily than land. Furthermore the Ngatiapa refused to recognise Ihakara as a leader of any repute, a view Featherston himself had advanced earlier in his report when he noted that Ihakara had little influence over the Ngatiraukawa prior to the dispute over the sale of the block.[51](doc 178) In view of this, why then did Featherston negotiate principally with Ihakara to buy the block if he felt he had little influence within the iwi? Certainly, Ihakara had been involved in the negotiations for both the Rangitikei/Turakina block when he had been a younger chief, and the Awahou block which was also fraught with disputes over his right to sell. Witnesses in the Land Court at Otaki, including Parakaia (Ngatiraukawa) and Ratana Ngahuna (Ngatiapa), claimed that Ihakara had no interest in the Rangitikei/Manawatu block and that his interest had been at Awahou which he had sold previously.[52](doc 193-208) A letter to Governor Grey, from Nepia Taratoa and 20 others, stated that Ihakara belonged to Manawatu and should have had no voice in the selling of the Rangitikei/Manawatu.[53] In a letter to the Spectator dated 25.5.60, Ihakara was described by Governor Gore Browne as "a chief of great influence in that neighbourhood" - but the neighbourhood was Otaki, not the Rangitikei/Manawatu..[54] Nevertheless Ihakara still maintained his position as chief negotiator for the Ngatiraukawa who he said had asked him to be their .."talking chief".[55] This appears to have been instigated more by Featherston and those in favour of the sale rather than those not in favour of selling the land.

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[49] Buller to Fox 27.8.1863, Fox to Mantell, 19.8.1863, MS papers 83 (236), WTU.

[50] Notes at Scotts Accommodation House, 22.11.1865, AJHR, 1866, A-4 p.15. (JL doc 183-217)

[51] Featherston to Fox, WP-1-18, WARC.

[52] Newspaper cuttings of unknown origin, Hadfield Papers, MS papers 139-30, WTU.

[53] Further Papers Relative to the Manawatu Block, AJHR, 1866, A-4. (JL doc 183-217.)

[54] Newspaper cuttings in the Hadfield collection, MS papers 139-29, WTU.

[55] ibid.

The Ngatiraukawa and Rangitane were incensed at the actions of the Ngatiapa in handing over the block for sale and when Featherston returned to Ihakara's pa he found that they had performed a haka declaring that they would never allow the Ngatiapa to sell the block. He returned to the Ngatiapa who were also readying themselves for a confrontation. Hunia offered to hand over their arms[56] as a "token that they gave up all intention of fighting, and as a sign that they placed themselves under the protection of the Queen."[57] Featherston accepted only one gun and a single box of cartridges. The Ngatiraukawa, however, were not ready to succumb to the wishes of the Ngatiapa and Featherston warned them that if the Ngatiapa were attacked by Ihakara and his people the government would view it as an act of war against the Queen. Ihakara insisted that his people would not consent to the selling of the land and again offered to submit to arbitration. Featherston spoke to the group convincing them that the only solution was to quit the disputed land leaving only enough people to tend the cultivations. (Ihakara had land interests in the Manawatu which is probably where his people retired to while the dispute was being settled. It would appear, from later evidence, that the land in dispute on this occasion was Ihakara's pa at Tawirihoe which Hunia claimed as rightfully belonging to him as a ancestor of his had been killed and eaten there.) On the question of rents they agreed that these should be impounded until the dispute over the land was settled. The Ngatiapa agreed to the same the following day.

Featherston noted with satisfaction that, as far as he was concerned, the risk of armed confrontation had almost disappeared and he felt that a few months without receiving rent would lead the interested parties to reach some sort of compromise. He went on:

> Of the two proposals, arbitration and sale, there can be no doubt that the latter presents the easiest solution and adjustment of their long pending dispute. Arbitrators would no sooner have decided upon the apportionment of the land between the two (at present) contending parties, the Ngatiapas on the one side and the Ngatiraukawhas [sic] on the other, than they would be called upon to apportion the land allotted to these two tribes between them, and ultimately to allot to each man his own particular piece. Such a process would be interminable, every step in it would create fresh disputes, and involve the Government in difficulties from which it would be impossible for it to extricate itself, except by a recourse to the sword.[58]

Arbitration was obviously not an option, as far as Featherston was concerned, because of the time it would take.

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[56] The Ngatiapa were very well armed since their involvement as kupapa for the government in Taranaki. Luitten, p.40.

[57] Memorandum, Featherston to Fox, 18.2.1864, AJHR, 1864. (JL doc 158)

[58] Featherston to Fox, 18.2.1864, WP-1-18, 1865, WARC.

The three reasons he gave for the sale as being the only solution were 1) that the Ngatiraukawa had offered in 1863 to divide the land in equal portions between the three contending tribes, 2) that the rents to each tribe over the years proved their various interests in the land and that, 3) Nepia Taratoa had handed over rents to the Ngatiapa on his deathbed thus recognising their interest in the land. He believed these three facts proved that each tribe was interested in the land and what proportion each held. In view of this he felt:

> These three interests might easily be satisfied by a money payment but not by a subdivision of land. And it would be worth the while of the Province to buy up their interests by paying the two litigating parties a sum which would at the ordinary rate of interest yield to each of them the same amount as they have been jointly receiving from the squatters as rent.[59]

However, there does not appear to have been any serious proposal drawn up by the Province to have the payment properly invested. Also, Featherston had failed to admit that the Ngatiraukawa had subsequently retracted their offer to divide the land following Ngatiapa's refusal to countenance anything other than full and exclusive title for themselves. Featherston's attitude to the receiving of rents was also somewhat contradictory if we examine different statements made by him regarding this issue. In a memorandum dated 15.11.1866 Featherston stated:

> I beg to observe however that the system of giving presents is so general among the Maoris, that the mere fact of a native receiving part of the rent money is no proof of recognised ownership, just in the same way as the remote and non resident claimants and natives who don't even profess to have any claim or interest in the block will undoubtedly receive by way of present from the real owners a portion of the purchase money so I have no doubt that the real lessors of the runs have been in the habit after Maori fashion of giving a portion of their rents to natives who would never dare to assert the slightest claim to participate in the rents.[60](doc 96-97)

Featherston made this observation while referring to a list of both resident and non-resident claimants.[61](doc 88-94) In the above statement Featherston was claiming that if a person

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[59] ibid.

[60] Memorandum by Dr Featherston, 15.11.1866, MA-13-70, WARC.

[61] Summary of the 151 claimants who made affidavit before Mr RM Edwards of Otaki, undated, MA-13-70, WARC, this is a comprehensive list of individual claimants, as given to the Resident Magistrate at Otaki by Te Kooro te One, listing their names, hapu and place

received a share of rent from a lease it did not necessarily signify proof of ownership. It would appear, however, that Featherston changed his mind four months later when he wrote to Richmond stating:-

> It appears to me that the best available test of ownership is that afforded by the native leases as they existed for several years; but even the division of rents proved at last a source of quarrel and but for my authorised interference in 1863 would certainly have led to fighting.[62]

Featherston certainly seemed to change his mind whenever it suited him. His observation about gift giving is extremely pertinent, however, as in a later statement where Featherston notes:

> Nepia Taratoa never did as far as I can learn distribute the rents except on one occasion when he is said to have given the whole of them, for the sake of peace, to the Ngatiapa.[63]

Featherston had contradicted himself, on the one hand stating that the rents to each tribe denote proof of their interest in the land and on the other hand stating that the receiving of rents does not have to prove interest in the land. It would appear that Featherston had a tendency to assert that which he found to be convenient at a particular time. In traditional Maori society the giving of presents was commonplace and it should not be presumed that by allowing others to participate in the rents Nepia Taratoa was relinquishing the mana he possessed over the land.

Letters of agreement to sell the block were sent to Featherston from the chiefs stressing the need to gain the general consent of the tribe before they could alienate the land. They stressed this point again, saying:

> You are sufficiently acquainted with the system of land selling that is only when both chiefs and people are agreed the land can be absolutely ceded.[64]

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of residence together with remarks by Te Kooro as to whether, to his knowledge, they were receiving rent from leases. Featherston, however, in his memo attached to the list, claims that he has witnesses who have refuted the information given by Te Kooro.

[62] Featherston to Richmond, Report on Manawatu Block and notes of meeting at Parewanui in December 1866, 23.3.1867, MA-13-73A, WARC.

[63] Featherston - Stafford, 12.12.1868, MA-13-73B, WARC.

[64] Papers Relative to the Rangitikei Land Dispute, AJHR E-2, 1865, p.4. (JL doc 160-70)

(Unfortunately I have been unable to locate the Maori version of this letter as it would be interesting to ascertain whether the word ceded was translated correctly.) Featherston met with the Ngatiraukawa and Rangitane chiefs on 12th October 1864. Some tacitly admitted that the Ngatiapa were entitled to a share of the purchase money although others were against the Ngatiapa being allowed to sign the deed of sale at all. Featherston pointed out that he would uphold the Ngatiapa right to an interest in the block and although those present requested that the rents be freed and divided he refused to do so until the purchase was completed. Ihakara formally presented Featherston with a carved mere as a symbol of having relinquished the land forever to the government. Having long desired the acquisition of the Rangitikei/Manawatu Block for settlement Featherston was delighted and remarked that the "..purchase of the Block is certain"[65] Archdeacon Octavius Hadfield noted at this time that he felt that Featherston's purchase was unwise under the circumstances. Presumably he was referring to the threat of war due to the instability in Taranaki and the Waikato.[66]

Aperahama Tipae wrote to Mantell in February 1865 agreeing to the sale and explaining the boundaries as follows:

> This is a word of mine to you respecting the land. The name of that land is Rangitikei. If (the boundary) commences at Omarupapako on the Manawatu side. The (inland) boundary is Pikitara.[67]

In a second letter Aperahama expressed his concern that some pakeha had paid rent contrary to the agreement between Featherston and the selling iwi.

> The (bush rents) have been consumed by the Ngatiraukawa and Ngatiapa at Rangitikei. The European who paid that money is Bull(?) The amount was one hundred pounds (100). Another European was Donald Fraser (?). His money was fifty pounds (50). The name of that land is Pakapakatea at Rangitikei.[68]

He also expressed his concern that this money was paid to the iwi for the trees on the land and asked that Mantell not allow them to be taken away by Captain Daniels and Dr Curl.:-

> Friend Mr Mantell, the trees for which the money has been consumed, do you take them (i.e. prevent then from being taken away), because Dr Featherston has the management of those trees. Should you take them, do you send some one to

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[65] ibid.

[66] Octavius Hadfield to Charles Hadfield, 8.8.1865, Hadfield Papers, 1833-1902, QMS-0897, Vol.1, WTU.

[67] AJHR E-2, 1865, p.6.

[68] ibid.

> guard Rangitikei, the place that we gave to Dr Featherston. But do you write to Captain Daniels and Dr Curl and also to Mr Buller to hold (look after) the trees, the rents and the land given to Dr Featherston by Hori Kingi and myself.[69]

It is interesting that Aperahama should separate the trees the rents and the land in his discussion. It would seem to suggest that he believed that while the land had been given to Featherston the trees and the bush rents had not. This appears to indicate that the traditional concepts of land alienation and use rights of resources still prevailed and that Aperahama had misunderstood Featherston's interpretation of alienating the land, including the timber rights. This leads back to the dichotomy between traditional concepts of land alienation and common law concepts of alienation. Although the common law did, in fact, allow for the alienation of timber rights alone, in this case Featherston had assumed that Aperahama had alienated all rights to the land, including use rights, while Aperahama had presumed that he had merely alienated the land, not the use rights.

By April 1865 the Maori of the Rangitikei/Manawatu had heard of the exclusion of the block from the Native Land Act of 1862. This Act was designed to bring to an end the Crown's pre-emptive right to buy Maori lands. It contained, however, an extraordinary clause particularly excepting the Rangitikei/Manawatu block in order to protect the rights of those purchasers who had bought rights of selection from the New Zealand Company.[70] The insertion of the exception clause had been instigated by Featherston in order to ensure that the crown still had a pre-emptive right over the block. (see my section on Government Legislation for a more comprehensive explanation of the exception clause.)

Noake wrote to Mantell in May that the Maori had just discovered, to their chagrin, that their land had been excepted by the 1862 Native Land Act which had opened up the purchase of Maori land to private purchasers.[71](doc 36-38) Ihakara was incensed by a caricature that had been sent to him anonymously which depicted the three tribes as pigs with Featherston and Buller running them off the land. Naturally the tribes were extremely insulted by this slight and many now refused to sell. Ihakara and many others sent a petition to the General Assembly in which they questioned the double standards of the government in allowing all other Maori the rights of the Act while denying the Maori owners of the Rangitikei/Manawatu the same privileges. Ihakara referred to his people as being imprisoned and asked that the Government "..remove this ill-working restriction from our territory"..[72] Williams claimed to have been given information by two members of the House who claimed that reason the petition was rejected was because

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[69] ibid.

[70] PD, 1869, p.373.

[71] Papers Relative to bringing Lands in the Manawatu District under the operation of "The Native Lands Act, 1862." AJHR, E.-No.2A, 1865.

[72] Petition of Ihakara and Other Natives Resident at Rangitikei and Manawatu, AJHR, 1865, G-No. 4, p. 4.(JL doc 180-182).

"The fact is, we were obliged to log-roll"[73]

In May 1865 Noake wrote to Featherston that he had been asked by Hunia Hakeke to prevent the settlers from paying rents as, if they persisted, it would result in war. Noake expressed his concern that "Unless some decided measures are immediately taken, I fear far more serious complication will arise".[74] Ngatiapa had secured the assistance of the Whanganui people should hostilities arise regarding the question of rents. By June his predictions had come true when Ngatiraukawa decided to turn the cattle off the land leased to the pakeha. However, they had felt it only just to give notice of their actions and were waiting for Ihakara'a approval. Buller went to assess the situation and reported back that he had managed to persuade Ngatiraukawa not to carry out their threats.

Rolleston wrote to Buller in July enquiring whether all those who had signed the agreement of sale had, in fact, legitimate claims to the land in question and whether all the leading men had signed including those belonging to the Maori King party.[75] Buller's reply is worthy of scrutiny and for that reason I have quoted it at length:

> In reply I beg to observe,
>
> 1. Almost the whole of the Land in question is in dispute between the Ngatiraukawa and Rangitane on one side, and the Ngatiapa on the other. The disputants on either side decline to recognise, except to a very limited extent, the right of their opponents to deal with the land, or to enter into any arrangement respecting it.
>
> I have formed my own opinions of the respective value of these conflicting claims, but in the negotiations which formed the subject of my report, I carefully refrained from saying anything that could bear the construction of prejudging the case.
>
> For this reason I pledged the three tribes separately, irrespective of the dispute as to Title.
>
> 2. All who have signed the several agreements *claim*, and I believe possess, an interest in the disputed land.
>
> 3. All who have signed are not chiefs, nor are they all leading men, but, so far as I am aware the signatures include all the principal claimants immediately concerned.
>
> 4. There is a small section of the Otaki Ngatiraukawas, some of whom are kingites, claiming an interest in the disputed land.
>
> When a collision was imminent, these Natives, headed by Rota, went armed to Rangitikei and joined Ihakara.
>
> They have taken no part, however, in the matter of the

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[73] Williams, T., The Manawatu Purchase Completed; The Treaty of Waitangi Broken, Wellington, 1867, p.19.

[74] AJHR, E-2, 1865, p.5.

[75] ibid, p.10.

> leases, and are not among the claimants for rent. I did not therefore deem it necessary to obtain their concurrence in the agreement respecting the non-molestations of the settlers stock.[76]

Buller's first point was quite right, but, if he did have opinions as to the value of the conflicting claims why did he not set out those opinions in his report? (His use of the words "respective value" are ambiguous and one is left to wonder whether he is referring to the proportion of interests each claimant had, the monetary value of each claim or the justification or validity of each claim.) Surely his opinion as to the "respective value" of each claim would have been relevant in justifying his second point that he believed all claimants had an interest in the land. Investigation of title was never really undertaken until the sittings of the Native Land Court almost two years after the Deed of Cession had been signed. The fourth point concerning the leases once again demonstrates that pakeha opinion was that those who took part in the leases had automatic claims to the title of the land.

Featherston met with the offended chiefs at the end of 1865 in an effort to allay their fears concerning the legislation excepting the block from the Native Lands Acts. He justified the extraordinary clause as being necessary due to the disputed ownership of the land and claimed that having the case heard in the Native Land Court would be farcical as Ihakara himself knew all efforts had been made to persuade the contending parties to settle their claims by arbitration but they had refused. Furthermore, Featherston reminded Ihakara that the Act excluded any land for which a deposit of sale had been taken and although this had not happened in this particular instance Ihakara must remember handing Featherston his carved mere as a token of his desire to hand the block over for sale. In view of this he felt it only fair to deal with the land as if it were under sale to the Government.[77] Ihakara, while accepting Featherston's rationale, insisted that the land "..to the south of this block-between Manawatu and Ohau".[78] be brought under the Act as it was not part of the Rangitikei/Manawatu block. Featherston acquiesced in this proposal and thereby pacified Ihakara'a rage. Featherston had been less than honest in his explanation to Ihakara concerning the exception clause in the 1862 Native Lands Act. Ihakara had not handed Featherston the mere until 1864 - two years after the exception clause had been debated and embodied into the Act. This is highly relevant to the purchase of the block as the situation may have been totally different had the truth been known.(see my section on Government Legislation for a more comprehensive explanation of the exception clause).

Meetings followed with other chiefs at Maramaihoea, Oroua, and Puketotara. Generally the mood was one of anger and frustration over the impounding of the rents. It had been nearly two years since they were first held back and the majority were not prepared to wait any longer for them to be released. Wi Pukapuka condemned Ihakara for allowing the rents to

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[76] ibid, p. 11.

[77] Further Papers Relative to the Manawatu Block, AJHR, 1866, A-4 pp.15-16. (JL doc 183-217)

[78] ibid, p.16.

be impounded in the first place without securing the consent of all the iwi. Featherston had agreed to bring Ihakara's own land under the provisions of the Act - for this Ihakara was accused of betraying the iwi. (One is also left wondering why Ihakara was negotiating the sale of the block when his own land had been deemed not to be a part of it.) Featherston was accused of withholding the rents, not in order to keep the peace, but to "force them to terms".[79] This observation was not without substance, as noted earlier, Featherston had stated that a few months without receiving rent would lead to a compromise between the opposing parties. Many were still against the sale completely and, as regards the releasing of the rents, Featherston assured those concerned that if everybody agreed he would probably let them be distributed. This did not eventuate owing to several influential chiefs (including Ihakara and Tamihana Rauparaha) advising him against such action as they said it would only rekindle the risk of fighting between the interested parties.[80] In fact, Ihakara threatened that if Featherston .."should concede this point, it would be a violation of the compact mutually entered into, and that he would thenceforth consider himself liberated from his engagement to sell the land to the crown." [81]

Following consultation with other chiefs Ihakara called a meeting of the interested parties in order to discuss the terms of sale. Featherston attended but the Ngatiapa refused:

> Governor Hunia made a still more violent speech against the other tribes, openly boasted that they (the Ngatiapas) had now plenty of arms and ammunition, and could easily drive off their opponents and that they would now prefer an appeal to arms to any other course. He almost intimated that they had during their West Coast campaign reserved their ammunition for that purpose.[82]

Despite these threats Featherston did not warn the Ngatiapa that any violence towards the Ngatiraukawa would be viewed as an act of war against the Queen as he had warned Ihakara and his men earlier when they had threatened violence against the Ngatiapa. This favouritism was to manifest itself in correspondence later when the Ngatiraukawa were usually referred to as Kingites or Hau Haus and the Ngatiapa as being loyal to the Queen. Nepia Taratoa also accused Featherston of being influenced by the threats of those who had no interest in the land when he wrote to Governor Grey in 1866 that people such as Ihakara, the Whanganui and Porirua people were approved of by Featherston and therefore would be accepted as the rightful owners of the land despite the fact they had no interest in and were certainly not resident on it.[83]

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[79] ibid.

[80] ibid, pp.19-20.

[81] ibid, p. 20.

[82] ibid, p.24.

[83] ibid, p.12.

A series of meetings followed involving much discussion concerning the terms of the sale. There was a great deal of opposition to the sale led by Aperahama Te Huruhuru and Nepia Taratoa. Aperahama had agreed to the sale the previous October, having signed the agreement but had changed his mind on hearing about the excepting of the block from the workings of the Native Lands Act. The non-sellers also included Te Kooro te One, Parakaia te Pouepa, Te Reweti and many others of whom Featherston said:-

> There were many of them averse to the sale,
> not on any particular ground, but because they were opposed
> generally to the further alienation of native lands.[84]

During the discussions the following day Henere Hopa, Rewiti and Apiata who were opposed went over to the selling side. The objections raised by the non-sellers were dismissed by Featherston who justified his actions by claiming that the opposition of a few should not halt the wishes of the majority which, he explained, was necessary in order to avoid a violent confrontation.[85] Certainly the Ngatiapa were continually threatening violence if the land was not sold. Ngatiraukawa also had threatened violence when Ngatiapa had tried to drive Ihakara's people from their pa at Tawirihoe. What is unknown, however, is how much the threat of violence was brought about by the negotiating techniques of the Lands Commissioner who was obviously most biased towards the sellers, leaving the non-sellers in a state of total frustration. People vacillated between selling and not-selling, resulting in the sellers deciding to give the land up for sale to the government with the price fixed at 25,000 pounds.[86]

Agreement was reached on 14th April with 200 people signing an initial agreement to sell - the non-sellers were all but ignored. Hunia Te Hakeke had again threatened violence if there was not a decision to sell.[87] Featherston argued that if he carried out the wishes of the dissentients the outcome would inevitably be war. He told those against the sale that they were in the minority and that as the majority had chosen to sell he had agreed. Once again the loyalty of the sellers was accentuated as they had fought with him and the Queen's forces against the rebels (kingites). Certainly there had been a threat of violence but this had emanated from the Ngatiapa. They had repaired their old pa at Awahou .."as an assertion of their rights in the block.."[88](doc 195) Buller stated that before this they had lived on the north side (presumably the north side of the block or the Rangitikei river) and that it was they (Ngatiapa) who had offered the land up for sale to Featherston.

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[84] ibid, p. 26.

[85] ibid, p.29.

[86] See Luitten p. 47 for a more detailed explanation of both the discussion leading to the arrival of an acceptable purchase price and the reaction of the non-sellers to the sale.

[87] AJHR, 1866, A-4, p.29.(JL doc 183-217)

[88] Evidence of Walter Buller, Newspaper reports of Land Court, Otaki, MS-139-30, WTU.

Featherston arranged that the Deed of Cession should be signed by all sellers on receipt of which he would hand over the money. Only then would he determine the position and size of reserves for the various interested parties. This was to cause enormous problems later when the question of reserves re-emerged following the payment for the block. With previous land purchases the practice was to determine reserves before handing over any money. Throughout April there was a great deal of correspondence written to and by the Native Minister concerning the sale. Many of the dissentients wrote of their concern over the way Featherston had handled the purchase and were aghast at his lack of concern for their views. They asked that the Minister do something to stop the sale of the land by people whom they believed had absolutely no right to sell. Their description of the proceedings was thus:-

> On the 14th of the days Featherston made the payment. His talk was light, acceptable to four tribes, but the falling of the wrong was upon us. It was a new word. There are 800 of Whanganui, 200 of Ngatiapa of Rangitane, and Muaupoko 100. As for you Ngatiraukawa you are a half - you are small.
>
> Another word of Featherston's. We went together, we and these tribes to fight the rebel tribes under the authority (mana) of the Queen. They have consented to sell, and I have agreed to their proposals, and this land has come into my hands.[89]

Parakaia appealed once again to let the matter be decided by the courts. Conversely, the Ngatiapa wrote to the Minister expressing their concern that Featherston was admitting the Ngatiraukawa as legitimate owners when they (the Ngatiapa) considered they were the sole owners of the land. Hunia further threatened that there would be trouble if the problem was not resolved quickly. If ever there was a need for arbitration it was, most certainly at this point in time. However, Featherston had never seriously attempted to investigate just who had the right to alienate the land. Rather he stated continually that the land must be purchased in the interests of peace. Certainly there was a continuing threat of violence but it was emanating from those who wished to sell the land - particularly Hunia Te Hakeke and the Ngatiapa - and surely it did not justify the lack of investigation into tribal right. Featherston appears to have adhered to a 'might is right' attitude which suited his needs far more than the dissentients right to a fair hearing regarding title.

Haultain (in the absence of the Native Minister, Colonel Russell) met with a delegation, led by Parakaia, and assured them that nothing would be done by the government regarding the sale until they had received a report from the Lands Commissioner. Parakaia then petitioned parliament saying of Featherston's part in the proceedings:

> All Dr Featherston did in his capacity of judge was to try and buy the land for himself, and to give his support to Ngatiapa, followed by his false statement that he saved these tribes from

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[89] Parakaia Te Puoepa to the Assembly, 14th April 1866, AJHR, 1866, A-4, p.9. (JL doc 190)

death.[90]

Parakaia did not believe Featherston's claims that the threat of a tribal war was imminent, believing that Featherston was, in fact, using this claim as a vehicle to justify buying the land.

In early May the Native Minister was clearly anxious about Featherston's handling of the purchase. This was demonstrated in an extract from a memorandum sent to Featherston concerning Land Purchases which read:

> In all cases of outstanding land purchases beyond the payment of such instalments as may be actually and immediately due, no further action should be taken until the officer to whom the duty of completing them may be or may have been entrusted shall have forwarded to the Governor, through the Minister, a Report, showing:-
> 1) That he has duly investigated the Native claims to land within the block in question.
> 2) That such investigation has taken place after due publicity.
> 3) That by such investigation he has ascertained that the title of the block in 'question vests in such persons of such tribes as are named in his Report.
> 4) That the area and the price agreed to be paid and received in full for such blocks are accurately defined and laid down, as well as the number and amount of instalments in which the same is to be paid and the dates on which they are due.
> 5) That the persons to be named in his Report are those to whom it has been agreed by all known claimants that the payment shall be made on their behalf.[91]

Featherston had not furnished the Minister with his report and had certainly not fully investigated the Native claims, choosing to believe that those who wished to sell the block, particularly the Ngatiapa, were in the majority and therefore the claims of those who chose not to sell were not to block the sale. It was far more convenient for Featherston to accept the Ngatiapa as the majority voice in the sale. They had threatened violence if the block was not sold and they had fought on the side of the Government in Taranaki and as such considered loyal to the Queen, but more importantly, they were willing to sell the land much coveted by Featherston and the Province. Naturally Featherston was drawn into accepting the Ngatiapa and the other sellers as having the right to determine whether the land was sold or not. But clearly, and more importantly, Featherston had ignored Government procedure completely. The Lands Commissioner was well used to getting his own way, particularly over matters of land acquisition as already proved in his dealings with lands purchased

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[90] Williams, Manawatu Purchase, p. 17.

[91] Further Papers Relative to the Manawatu Block, AJHR, 1866, A-No. 4, p.5. (JL doc 183-217)

previously in the Province. It would appear that around about this time Featherston had managed to change the emphasis from what was originally seen as a largely Ngatiraukawa block to a largely Ngatiapa block. Williams accused Featherston of repeatedly understating the amount of opposition to the sale in the Wellington Independent, of which Featherston was editor. He says, for instance, that the Independent reported that the Ngatiraukawa who petitioned the government to have their claims heard in court were few when in fact their were .."two hundred and fifty men, who with their wives and children will number at least seven hundred natives."[92] Williams further accused Featherston saying:-

> These unfortunate Natives were then told that "their land was all gone to the Queen; that it was all 'fighting ground;' that the six tribes had all met together and sold the whole block to Dr Featherston; that there would be no further investigation as to title; that they had better sign the deed of cession and take what money was offered to them; that whether they did so or not the land was gone." The above is well known and can be proved in any court of justice - I have heard the story from many natives.[93]

Interestingly, a memorandum by Mr Puckey, dated 13th November 1866, lists Ngatiraukawa hapu with a total number of three hundred and ninety two people opposed to the sale.[94] This was less than a month before the sale which, once again, suggests that the opposition was far greater than Featherston was prepared to admit. In fact, Puckey's observation appears to make nonsense of Featherston's statement that the Ngatiraukawa non-sellers were small and insignificant in numbers relative to those who wished to sell. Once, again, Featherston can be accused of ignoring those facts that stood to jeopardise the sale. Also, if Williams's accusation is true then it would certainly help to explain why many non-sellers eventually put their names to the deed of cession as they stood to lose everything had they not.

Following the April meeting Walter Buller was given the job of collecting the signatures on the Deed of Cession. This entailed travelling around the various hapu and collecting signatures from every person with an interest in the block. Featherston relied heavily on Buller during the negotiations for the purchase as the latter had a good knowledge of the local Maori and was able to speak the language. However, Buller's methods came into question when he was accused of obtaining signatures of many hundreds who had no interest in the block, particularly the 800 Wanganui people who signed. He later asserted in the Land

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[92] Williams, p.24.

[93] ibid.

[94] Copy of a Memorandum by Mr Puckey, 13.11.1866, MA-13-70, WARC, (JL doc 520-521).

Court that he did not consider that because non-claimants signed it would invalidate the deed.[95](doc 195) It was also said that he had children signing and that he was bribing others to sign by offering them government positions, arms and alcohol.[96] Others swore that they were offered money to sign the deed even though they professed in the Land Court to have no claim in the block. Haoni Taipua (Ngatipare) said:-

> I got money because I signed; if Mr Buller had asked me if I had any land in the block I should have said no; never said to him or to anyone I complained of not receiving enough money; Mr Buller said the more that signed the more money they would have; I signed the deed and Mr Buller gave me the money; I never said I had land; I went to Parewanui when the money was paid, because Mr Buller said all who had signed must go there; I had signed previously.[97](doc 199)

He went on to say that his hapu were not the only people to sign the deed for money without having claim to the land - Ngarauru Ngatikahungungu, and Ngatitoa including Tamihana te Ruaparaha also signed despite having no claim. Nepia Taratoa accused Buller of not only giving him money to sign the Deed but threatening to sign his name for him when he refused. In fact Taratoa accused Buller of signing many peoples names on the Deed without their consent.[98](doc 103-113) Williams maintained that he had received a letter from Henere Te Herekau in which it was claimed that Buller had remarked:

> I saw Ngatiapa armed with guns and cartouche boxes; they were coming to set fire to your house on this side of Rangitikei. Ngatiapa said to me, "Buller, keep Ngatiraukawa away from Rangitikei or we shall fire upon them.[99]

Luitten quotes Hadfield who claimed that he had received a note from the Ngatiraukawa informing him of threats of violence made against them by the Ngatiapa, Whanganui and Ngatikahungunu if they refused to allow the sale of the land.[100] Buller emphatically denied the charges against him in a memorandum dated 15th November 1866. He said that Nepia Taratoa had not been paid to sign the deed. Taratoa had signed the deed willingly and that

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[95] Evidence of Walter Buller, Land Court Otaki, Newspaper cuttings, Hadfield Papers, MS-139-30, WTU.

[96] Nepia Taratoa, Notes of meeting, 24 October 1866, MA 13/70, WARC, Cited in Luitten, p.49.

[97] Reports of Land Court, MS-139-30, p.8.

[98] Memorandum by Walter Buller, 15.11.66., MA-13-70.

[99] Williams, p.25.

[100] Noa Te Rauhihi to Hadfield, 19.11.1866, MA-24-21, WARC, cited Luitten, p.51,(JL doc 509).

he had then borrowed 10 pounds from Dr Featherston. Buller further claimed that Taratoa had later written a letter of disclaimer concerning the incident although this letter was written by Ihakara and signed by Taratoa. Taratoa had subsequently signed an affidavit before the Resident Magistrate at Otaki once again stating that he had not consented to the sale and that he was, in fact, .."strenously opposed.." to it.[101](doc 103-113)

Featherston's administration of the purchase was a source of some concern for the General Government. Richmond wrote reminding Featherston that his was not the usual method used by the government for dealing with land purchases. He stressed the need for propriety, particularly in this case due to its exception from the 1862 and 1865 Land Acts. Richmond's advice underlines the Governments concern that the matter be handled with care.

> I need perhaps scarcely observe that the peculiar position in which the district of Manawatu stands under the legislation of the Colony respecting Native Lands requires a more exact mode of dealing in this case than has in former purchases sometimes prevailed and this necessity is if possible strengthened by the repeated protests of a considerable section of those claiming to be interested in the first degree in the lands under negotiation, protests some of which have been from time to time brought officially under your notice and which reflect in terms of much irritation on Mr Buller who has been engaged under you in the matter on behalf of the Government. I may further remind you as an additional motive for the closest care in reporting on and conducting the negotiations, that the present time is one of revived excitement throughout the Maori population and it is essential on that account that every detail of these important transactions should be unassailable in itself and recorded in the fullest manner for general information and criticism.[102]

One particular area of concern to Richmond was that without defining reserves at the onset of a purchase the Lands Commissioner was leaving himself wide open for future problems.[103] William Fox had advised Featherston as early as 1856, when discussing the Wairarapa purchase, about the lack of distinguishing boundaries of reserves or "..many other particulars absolutely essential to enable the Provincial Government properly to administer the Land Sales Department and to avoid perpetual and serious disputes with the natives".[104]

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[101] Memorandum by Buller, 15.11.1866, MA-13-70.

[102] Richmond to Featherston, 11.11.1866, (JL doc 515)

[103] ibid.

[104] Fox to Featherston, undated, WP 3 (281) Inward Correspondence, 1856, WARC.

Having secured the signed Deed of Cession Featherston set down the date of payment as the 13th December 1866 at Parewanui and although all the principal owners had not yet signed the Deed he was certain that they would be induced to do so either before or on the date of payment. On 5th December Featherston arrived at Parewanui with Walter Buller and several Europeans. There were 1500 Maori in attendance comprising the Ngatiapa, Ngatiraukawa, Rangitane, Muaupoko, Wanganui, Ngatitoa, Ngatikahungunu, Ngatiawa and Ngatiteupokoiriri. Kawana Hunia spoke out in welcome and proclaimed all the land to be sold between the Rangitikei and Manawatu Rivers with the inland boundary being Waitapu. He then called upon Featherston to give him the money so that he might divide it.

The following day Featherston stated that he could not release the money until the iwi had decided on how it was to be apportioned. He expressed his dismay that the recipients had not yet decided amongst themselves how this was to be done despite an undertaking to do so the previous April. Featherston would not entertain the notion of handing all the money over to Hunia to distribute and suggested that all parties gather to discuss the matter and reach a consensus. He further suggested that the dissentients be urged to attend the meeting. The latter suggestion was rejected out of hand by all but Tamihana Ruaparaha. About 60 representatives were chosen from the iwi to discuss the matter.(see Appendix B for a list of those present). Once again Hunia addressed the meeting, inviting those present to air their views regarding the payment. The Ngatiapa believed that they should take 22,000 pounds out of which they would distribute part to the Rangitane, Wanganui, Muaupoko, Ngatiteupokoiri and Ngatikahungunu (there is no mention of how much they intended to give each of these iwi). The remaining 3000 pounds was to go to the Ngatiraukawa who would settle the Ngatitoa claim. The Ngatiraukawa demanded that the money be divided equally between the Ngatiapa and themselves out of which the former would satisfy the claims of those claimants north of the Rangitikei River while they would satisfy the claimants south of the river. The Rangitane, on the other hand, argued that the money should be divided equally between the three contending iwi, they being the Ngatiapa, Ngatiraukawa and the Rangitane themselves, regardless of numbers of people or extent of ownership.[105]

Unable to reach an agreement regarding division of payment for the land the iwi referred the matter to Featherston who, once again, reiterated the need for him to intervene in order to preserve the peace. He proposed that the Ngatiapa receive 15,000 pounds out of which they would settle the claims of the Rangitane, Wanganui and other affiliated iwi. Ngatiraukawa were awarded 10,000 pounds out of which they were to settle the claims of Ngatitoa, Te Atiawa and the dissentients. Ngatiraukawa accepted this and divided their share as follows: 1000 pounds between Ngatitoa and Te Atiawa and 2500 pounds to be kept aside for the dissentients (initially the sum was set at 1000 pounds but Ihakara persuaded them to allot more despite the fact that they did not think the dissentients were entitled to any). In meetings that followed Ngatiapa divided their share giving 2000 pounds to the Wanganui (as Luitten says .."a handsome reward for the support pledged to Ngatiapa"), 400 pounds to Ngatikahungunu, 200 pounds to visitors from Taranaki and a mere 600 pounds to Rangitane who expected 5000 pounds.[106] On approaching Featherston to complain about the amount

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[105] AJHR, 1866, A-4, P.24. (JL doc 183-217).

[106] Luitten, P. 53.

given by Ngatiapa the Rangitane were told that he could do nothing as it was they who (against his advice) had nominated Hunia Te Hakeke to receive their share of the purchase price. However, Featherston did approach Hunia who justified his holding back the money as repayment for the Rangitane's refusal to give up any of the money they received for the sale of the Ahuaturanga block. He did, however, pledge 300 pounds of the back rent money for Rangitane.

The dissentients received little of the money that had been set aside for them by Ngatiraukawa. Taratoa refused to have anything to do with the money and returned 1500 pounds to Featherston. Tapa Te Whata had offered Te Kooro Te One only 500 of the 1000 pounds earmarked for the dissentients. This money was refused by Te Kooro so Tapa Te Whata kept it to share between his own hapu. Luitten says that .."by March 1867, two thirds of the money left with Featherston had been distributed to some 150 Ngatiraukawa dissentients who had capitulated to the side of the sellers."[107] By March 1867 the dissentients were more than likely feeling that they could not win, as the Deed of Cession had been formally accepted by the Government and the land had been classed as sold. While they did not wish to sell the land it would have been seen as a fait accompli so their accepting payment should not necessarily be interpreted as a change of heart. Unfortunately, by signing the Deed of Cession they would find out, to their chagrin, later that they would not be able to take their claims before the Native Land Court. In fact, if one were to add these 150 dissentients to the final number going through the Land Court, those against the sale are far more significant than Featherston cared to admit. It had been anticipated that once the payment for the block had been distributed it would remove further difficulties to the settlement and occupation of the land. McLean wrote in a memorandum that this was certainly not the case and that:-

> A considerable section of the natives who claimed to be owners of the block not only declined the sale but offered a strenuous opposition to it, and made appeals to the government on the subject.[108]

This statement of McLean's further highlights Featherston's failure to recognise the fact that opposition to the sale of the block was on a much larger scale than he would acknowledge.

The sale sparked a flurry of comment, not only from the incensed non-sellers but from some local pakeha. Hadfield wrote to his brother Charles in February 1867 referring to Featherston's "forced purchase of land in a manner quite as discreditable as the Waitara one, if not worse."[109] He later called the Rangitikei/Manawatu purchase an "act of injustice

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[107] ibid.

[108] Undated Memorandum by McLean, McLean Papers, MS-32-35A, WTL.

[109] Hadfield to Charles Hadfield, 6 February 1867, MS papers, QMS-0897, Vol 4, WTU.

committed by Dr Featherston.."[110] doubting whether the Maori owners would receive justice in the Supreme court.[111] T.C. Williams (the son of Henry Williams the missionary who had translated the Treaty of Waitangi into Maori) was so infuriated by the actions of the Lands Commissioner that he wrote a letter to Gladstone and a scathing pamphlet regarding the sale.[112] This was an attack on, what he was convinced, was an outright robbery by Featherston of Ngatiraukawa lands.

RESERVES

The question of reserves remained a bone of contention for many years following the purchase. Featherston had insisted that the issue would not be decided until he had the signed Deed of Cession and had paid over the purchase money to the owners. Only then would he, at his discretion, award reserves to those sellers and dissentients entitled. He seemed determined not to follow previous Government practice which dictated that the question of reserves should be settled before the purchase was concluded. As stated earlier Richmond had written to Featherston, in November 1866, showing his obvious concern over the manner in which Featherston was handling the affair and made particular reference to the Government's attitude on the question of reserves for the dissentients:-

> It is also necessary that provision in the shape of reserves for dissentients among (sic) the tribes interested in chief should be as fully defined as possible. It may not in all cases be practical or expedient that the actual Reserves should be laid down on the plan at the present time, yet the titles of those whose interest they are to be made should be formally recognised on such clear principles as to the proportions and general position of the land to be hereafter set apart as shall leave no doubt that the rights of the dissentients have been carefully guarded on the part of the colony.[113]

In fact the reserves awarded by Featherston amounted to very little for the sellers with the dissentients left wanting completely.

The Ngatiapa were awarded a total of 1510 acres with a provision for eel fisheries at Kaikokopu and Pukepuke plus 2 acres as a landing site at Panapa's Kainga.[114](doc 86-87)

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[110] Hadfield to Charles Hadfield, 6 June 1867, MS papers, QMS-0897, Vol 4, WTU.

[111] ibid.

[112] Williams, Manawatu Purchase.

[113] Richmond to Featherston, 11.11.1866, MA-13-70, (JL doc 515).

[114] Agreement between Featherston and Ngatiapa, 11.2.1867, MA-13-70, WARC.

This was broken up into 1000 acres at Pakapakatea held in trust by Hunia for the iwi, 500 acres at Tawirihoe awarded to Hunia and his family and 10 acres at Te Awahou (including an old pa and burial ground) to Ratana Ngahina in trust for the iwi. These reserves were later changed when Ratana approached Featherston reminding him of a written assurance he had received from the latter promising him special consideration. After discussing the situation with both Ratana and Hunia Featherston agreed to change the 500 acres awarded to Hunia from Tawirihoe to Kauwau with the intention of awarding it to Ratana and Mohi Mahi. In return Hunia was granted the 1000 acres at Pakepakata previously granted to the iwi. This meant that the Ngatiapa were left virtually landless.[115](doc 146-148)

It must be noted here that Hunia had been awarded his initial reserve of 500 acres at Tawirihoe following threats to use violence against Ihakara and the Ngatiraukawa who were occupying the land. Hunia gave as his reason for demanding the land the fact that it was the place where one of his ancestors had been killed and eaten by the Ngatiraukawa. Ihakara subsequently gave up the land to Hunia in order that the purchase could proceed. This land, so historically important to Hunia, was soon given up by him in return for sole ownership of the Ngatiapa tribal reserve at Pakepakata a few months later.[116] There was a great deal of dissent within Ngatiapa as Hunia had personally acquired nearly the whole of the reserved land for himself.

Awarded to the Rangitane were 1000 acres at Puketotara[117](doc 85) although they had demanded 3000 acres.[118](doc 77) The Ngatiraukawa received just 500 acres plus a reserve promised to Ihakara at Tawirihoe the extent and position of which was to be decided by Buller. The Rangitane were still angry that they had not received their fair share of the purchase money from the Ngatiapa and in protest Hoani Meihana refused to allow the survey of the reserves at Puketotara to proceed until the Rangitane received the 4,400 pounds owing to them.[119]

The lack of reserves for the dissentients had long been an area of grave concern for Richmond, as earlier illustrated, and yet still Featherston chose not to award any reserves to

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[115] Re the Kauwau Reserve Section 364, Carnarvon containing 500 acres, MA-13-74B.

[116] JL doc 236. A note following Dr Featherston's explanation of events describes Hunia's original awards to have been 500 acres at Pakapakatea and 500 acres at Tawirihoe. This is not in the original signed agreement which actually awards Hunia 500 acres at Tawirihoe with no mention of a further 500 acres anywhere else. see MA 13 70 11.2.1867. I have not noted any documents other than this footnote that refer to an original award of 1000 acres.

[117] Memorandum of Agreement with the Rangitane as to Reserves, 2.3.1867, MA-13-70, WARC.

[118] Te Peeti to Featherston, 14.2.67, MA-13-69B, WARC.

[119] Wiremu to Featherston, 11.2.1867, MA-13-69B, WARC.

the non-sellers. This, coupled with the fact that those reserves he did award were minimal, caused an enormous amount of dissatisfaction, particularly among the non-sellers. In view of this Featherston decided to recommend that these claims be taken to arbitration. Requests by the dissentients to Judge Johnston (of the Supreme Court) asking him to act as Arbiter were refused. His reasons were that a judge of the Supreme Court cannot be a judge for .."one man or set of men.."[120] In other words he felt his duty as Judge of the Supreme Court was for a jury to make the decision and for him to apply .."the law to the facts.."[121]. In 1868 the whole question was taken before the Native Land Court (a course so ardently avoided by Featherston before the Deed of Cession had been signed, despite numerous pleas by the dissentients).

The Land Court sat at Otaki in March 1868 to hear the cases of the dissentient claimants - the major case being that of Parakaia and others laying claim to some 11,500 acres known as the Himatangi Block. Parakaia and his fellow claimants were applying for a certificate of title to the block in question asserting that they were the legal owners having gained title to the land through .."conquest followed by actual occupation".[122](doc 149-150) The crown, however, claimed that the rightful owners were the Ngatiapa, who they asserted had never been dispossessed, and that the claimants had only occupied a small portion of the land in question. The dissentients were represented by T.C. Williams and the Crown by William Fox. There were some five-six hundred Maori in attendance.[123](doc 193)

The judgement handed down by the Native Land Court at Otaki on 27th April 1868 on the Himatangi Block caused much concern for other Ngatiraukawa claimants. The judges felt that, because of the conflicting claims within the Rangitikei/Manawatu Block, it was at first necessary to determine the question of tribal right. Ruling that the Ngatiraukawa did not have rights to the land by conquest the judges advised that their findings regarding occupational rights to land by the Ngatiraukawa should be used as a precedent in all future claims to the area. The judgement stunned the Ngatiraukawa and their European representatives and deserves closer scrutiny.

The Presiding judges, T.H. Smith, John Rogan and W.B. White found that the claimants, Parakaia and others had not proved their case in regards to the Himitangi block:

> The Crown objects to a certificate of ownership being ordered, asserting as a ground of objection and adducing evidence thereon, that the claimants have not acquired rights by conquest, that the original owners have never been

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[120] Return of Correspondence relative to the Manawatu Block, AJHR 1867, A-19, p.8, (JL doc 231-247).

[121] ibid

[122] Judgement of the Native Land Court in the Claim of Parakaia Te Puoepa and Others, 27.4.1868, MA-13-75A.

[123] Newspaper cuttings of unknown origin, Hadfield Collection, MS-139-30, WTU.

> dispossessed, that the latter were the rightful owners of the land up to the period of its cession by them to the Crown; and further that the claimants have not occupied more than a small portion of the block claimed. [124](doc 149-150)

However, the court recognised that the Ngatiraukawa had "acquired and exercised rights of ownership over the territory in question" as proved by their involvement in the cession of North Rangitikei, Ahuaturanga and Awahou blocks as well as their involvement in the leases. The Ngatiapa were deemed to have never lost their rights of ownership to the land.

> The fact established by the evidence is that the Ngatiapa-Rangitane, weakened by the Ngatitoa invasion under Te Rauparaha, were compelled to share their territory with his principal allies the Ngatiraukawa and to acquiesce in a joint ownership.[125]

In view of these findings the court established that the original owners and the section of the Ngatiraukawa which had been in actual occupation possessed equal interests in the land. The judgement ruled that:-

> The tribal interest of Ngatiraukawa we consider vested in the section of the tribe which has been in actual occupation, to the exclusion of all others.
>
> It has been proved to the satisfaction of the Court that Parakaia and his co-claimants comprise that section of the Ngatiraukawa tribe which has acquired rights by occupation over the Himatangi Block. The tribal interest, therefore, vests solely in them.[126]

Of the 27 claimants 25 were deemed to be entitled to .."a certificate in their favour for one half, less two twenty-sevenths (2.27ths) of the Block claimed.."[127]. The two claimants not admitted had signed the deed of cession and as such were not entitled to claim. An interlocutory order was made in the names of the eight people named as representing the claimants. The eight were Parakaia Te Pouepa, Roera Rangiheuea, Pitihira Te Kuru, Hakopa Te Tehe, Nirai Taraotea, Kipa Te Whitu and Mirika Te Kuru. Some 5500 acres of the Himatangi Block were awarded to the claimants which comprised .."an area not exceeding twenty-five fifty-fourths (25-54ths) of the said block, and to have for its boundary on the east

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[124] Judgement of the Native Land Court, MA-13-75A.

[125] ibid.

[126] ibid.

[127] ibid.

the Manawatu River from Pakingahau to Whitirea". Conditions were made that the claimants should submit a proper survey to the court within six months and that the land, or portion of the land, could not be .."alienated by sale, gift, mortgage, lease, or otherwise except by lease for a term not exceeding twenty-one (21) years until it shall have been subdivided under the 15th clause of the Native Lands Act, 1865."[128]

Buick interprets the judgement as recognising that the Ngatiraukawa acquired rights by conquest as does Luitten.[129] However, as the above quotations illustrate, the judgement specifically refutes the notion that the rights of the Ngatiraukawa to the land were acquired by conquest. In fact the land was awarded on the basis of the claimants acquiring rights by occupation of the land and that these rights were gained by the Ngatiapa being compelled to acquiesce in joint ownership. The judges choice of words ie: "compelled to acquiesce in joint ownership" is most unfortunate. If the Ngatiapa were not conquered how could they have been forced to share their land? Thus, while the Ngatiapa had been forced to share their land the court did not recognise that they have ever been fully subjected by either the Ngatitoa or the Ngatiraukawa. If one accepts this premise then the Ngatiapa may have retained rights to the land. Norman Smith's interpretation of Maori customary law regarding conquest also adheres to this view. He says:

> As the right to land taken by conquest rested upon the conquering tribe occupying the land to the exclusion of the former owners, it followed that the rights of the conquerors would enure [endure?] only for the length of time that their desire to hold the land could be sustained by their power to resist onslaughts from the defeated or other tribes. It followed also, that if a portion of the conquered tribe could so elude the attacking tribe by evasions in the fastness of the bush, or by other means, and thereby continue to live and roam their tribal territory, they might say successfully that they had not been wholly subjugated, and that they had retained portion of their rights by keeping their fires burning on the land.[130]

Conversely, if the Ngatiapa were proved to have been in a state of subjection Smith says that it was not uncommon for their masters to offer concessions over the land at times of alienation.[131] Concessions had been given to the Ngatiapa by the Ngatiraukawa who had not objected to the Ngatiapa selling the block North of the Rangitikei River on the condition that the Ngatiapa relinquished any claim to the land comprising the Rangitikei/Manawatu block. However, it would appear that the court was, in fact, accepting the Ngatiapa's standing as it was in the 1860s rather than 1840. Certainly in the 1850s the Ngatiraukawa

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[128] ibid.

[129] Buick, Old Manawatu, p. 244, Luitten, p.56.

[130] Norman Smith, Maori Land Law, A.H. & A.W. Reed, Wellington, 1960, p.102.

[131] ibid

had been encouraged to hand over the land north of the Rangitikei to the Ngatiapa for sale. In evidence to the Land Court at Otaki Reverend Samuel Williams testified that he had advised Ngatiraukawa and Ngatitoa to .."shew consideration to the conquered tribes" by allowing them to sell some part of the country. He went on to state that "I consider that the Rangitikei river was the boundary of land over which the Ngatiraukawa restored the mana of Ngatiapa, and was the boundary of land to be sold"[132] Williams admitted that he had advised them as a clergyman to show kindness to their conquered subjects. McLean had also, according to Williams, admitted that the mana of the North side of the Rangitikei lay with the Ngatiraukawa.[133] However, in a letter from McLean to Fox dated 12th April 1849, McLean states that:

> Several of the Ngatiapas inhabiting the country from Rangitikei to Wangaehu escaped the vengeance of the conquerors whilst others were either saved by them or taken prisoners.[134]

he went on:

> These sanguinary conflicts were happily ended by the influence of christianity before the Ngatiapas were entirely subdued.
>
> The existing portion of their tribe numbering about five hundred having throughout retained possession of the country they are now offering for sale and their right to which is fully acknowledged by Te Ruaparaha as well as the majority of the Conquering chiefs who attended a public meeting held to discuss the claims at Rangitikei on the 13th and 16th Ulto. when it was unanimously agreed, that the Ngatiapas had an undoubted right to dispose of their claims north of the Rangitikei and to retain in their own possession land within certain specified boundaries on the south side of that river.[135]

It would appear from this statement that the Ngatiapa were not entirely subdued by Ngatiraukawa. McLean still referred to those Ngatitoa and Ngatiraukawa chiefs present as "..the Conquering chiefs.." It would seem that Ngatiapa had lost the land in the Rangitikei/Manawatu block to Ngatiraukawa who allowed the former to live on the Northern side of the Rangitikei.

The following week Williams received a letter from Parakaia requesting him to apply for a rehearing in respect of his claim as "it was not just of this court to give judgement in

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[132] Newspaper cuttings of Land Court proceedings, Hadfield papers, MS-139-30, p.4.

[133] ibid.

[134] McLean to Fox, 12th April 1849. (JL doc 377-380).

[135] ibid.

favour of Ngatiapa."[136](doc 141) Williams accordingly wrote to the Colonial Secretary an 8 page letter listing the reasons why the Himatangi case should be reheard. He reiterated that Parakaia had been in possession of the Himatangi Block for 33 years, having gained it by conquest. (It having been obtained as his share of conquered lands made initially by te Rauparaha who invited his kinsmen the Ngatiraukawa to settle on the conquered lands in order to retain them.) In view of this the claimants wished to ask why half of the land had been given back to the Ngatiapa and Rangitane who were the "vanquished survivors". Parakaia and his fellow claimants also objected to the fact that the judges had seen fit to consider the tribal right to the whole block on the grounds that Himatangi was part of the country gained by them at the time of conquest and, as such, was their sole possession. The tribal right, therefore should be decided for Himatangi only as it was not deemed by the claimants to be merely a portion of the Rangitikei/Manawatu Block.

Williams reminded the Colonial Secretary that the Ngatiraukawa had returned large tracts of land to both the Ngatiapa and Rangitane and had shown by this exercise of mana that they considered that their claim to Rangitikei/Manawatu would be undisputed. Quoting William Fox and Featherston he pointed out that the former had admitted that the Government had always recognised, in most land purchases, the right of conquest as title to land and that the latter had admitted, in 1860, that the Government was bound to respect article two of the Treaty of Waitangi. Finally Williams pointed out that only four Ngatiraukawa sellers were called to give evidence, two of whom were suspect, particularly Tamihana Ruaparaha who stated that his father had kept no Ngatiapa or Rangitane slaves and yet, when giving evidence in a subsequent claim brought before the court, in which he had an interest, stated that his father had many Ngatiapa, Rangitane and Muaupoko slaves. This witness was completely unreliable, wrote Williams, having perjured himself in the first instance. Many Ngatiraukawa non-sellers signed the Deed of Cession at the twelfth hour - not because they wanted to sell but because they felt they had no other option having been denied a fair hearing at that time. These people were not called to give evidence - had they been called the judges may have heard evidence giving the Ngatiraukawa perspective. In his closing remarks Williams drew attention to the fact that the Crown had representing their interests William Fox, who was very active in the administration of the country - at one time holding the office of Attorney General - yet the claimants had not been represented by any counsel, merely himself who was not qualified in the legal profession.[137](doc 133-140)

In reply to Williams's letter the court (to whom the letter was referred) deemed it unnecessary to grant Parakaia a rehearing; they maintained that their judgement was correct in the first instance,[138](doc 142-143) and Parakaia had insufficient grounds to be granted a rehearing merely because he was dissatisfied with the court's decision. They considered their decision to be correct because 1) Parakaia had failed to prove that he and his fellow claimants had ever held sole possession of the Himatangi Block. He had also failed to prove

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[136] Parakaia to Williams, 2.10.1868, MA-13-73B.

[137] Williams to Colonial Secretary, 7.5.1868, MA-13-73B

[138] Memorandum on Mr Williams's letter, Judges Rogan, Smith and White, [16.5.68], MA-13-73B.

that the block had been gained through conquest. The court also felt that the boundaries of the block had been fixed at a recent date and were not in existence in 1840. 2) The judges felt it was necessary to decide on the tribal right of the whole of the Rangitikei/Manawatu Block and record it in the judgement of the Himatangi Claim. 3) That it was not shown that the Himatangi Block formed part of the share to Parakaia and his people or that formal possession was taken of the block until very recently. 4) That the evidence did not show the conquest of the Ngatiapa and Rangitane by the Ngatiraukawa or any forcible dispossession by them. As to the rest of Williams's queries it was felt they did not require notice by the judges.[139]

The decision of the Land Court in Parakaia's case was seen by the authorities as a precedent for future claims and was fortuitous as it disposed of the problems which would have occurred had the Ngatiraukawa's claims to rights through conquest been formally recognised. In an undated memo following the judgement Fox said:-

> The only claimants as against the Crown are the non-selling Ngatiraukawa. Get rid of them and you have no others to dispute the rights of the Crown.[140](doc 166-167)

He also pointed out that if the issue of tribal right, as found in Parakaia's case, is not used as a precedent in other cases between the same tribes it will make the court contemptible in the eyes of the Maori.

The matter of title arose again in July 1868 when the ten cases held over by the court at Otaki, in April 1868, were set for hearing by the Supreme Court in Wellington before Judges Fenton and Manning. These cases had not been heard due to Williams refusal to act further following the decision of the court in the case of Himatangi. W.T.L. Travers acted for the dissentients with the Attorney General J. Prendergast representing the Crown and receiving instructions from Featherston and Buller. (It should be noted here that in both court sittings the Crown was represented by either the current Attorney General or an ex-Attorney General). Initially Travers was extremely optimistic that justice would be done for the Ngatiraukawa whom he felt had been unfairly treated in the judgement at Otaki.

After several weeks the judges handed down their decisions on the issues submitted by joint agreement of the Counsel. The issues pertained to tribal right and required decision on whether the Ngatiraukawa had acquired dominion over the land in question prior to January 1840 by virtue of conquest or had obtained rights of possession over the land by occupation according to Maori custom. The court further asked whether the rights of the Ngatiapa were completely extinguished over the land in question, .."subsequently to conquest and

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[139] ibid.

[140] Undated memo [May 1868] Fox, MA-13-75A, WARC.

occupation.."[141] or whether the Ngatiapa had ownership according to Maori custom in January 1840? If so was such ownership .."hostile to, independent of, or along with that of the Ngatiraukawa, or any and what hapu or hapus involved?"[142] The final question was who, if any, of the Ngatiraukawa tribe had acquired ownership over the land in question, by January 1840, and which individuals had either signed or not signed the Deed of Cession to the Crown?

The judgement could not have been more injurious to Ngatiraukawa. In fact the court found that only three Ngatiraukawa hapu - Ngatikahoro, Ngatiparewahawaha and Ngatikauwhata had acquired occupation rights to the land and that these were granted by the Ngatiapa. (This, in itself, seems strange in view of Walter Buller's admission in a memorandum on Ngatiraukawa migrations that in fact 6 Ngatiraukawa hapu located themselves on the block and were there around 1839![143]) It was suggested that the three admitted Ngatiraukawa hapu were invited by the Ngatiapa to live alongside them which, according to Maori custom, afforded them rights over the land. It was further found that the Ngatiraukawa iwi as a whole had not acquired any "..right, title, interest or authority in or over the block of land.."[144] Out of 500 dissentient claimants only 62 were recognised, by the court, as having any "..right, title or interest in the lands."[145] As Parakaia was not named as one of those admitted by the court his claim was rescinded, overturning the previous judgement at Otaki.

The awards of the court were for the Ngatikawhata (for list of individual names see appendix 3):-

> All that parcel of land, containing 4500 acres, situate on the west bank of the river Oroua, and commencing at a point on the Oroua stream two miles to the south of the Aua Huri Pa; and bounded on the east by the river Oroua till it reaches a point on the said river two miles to the north-east of the said Te Aua Huri Pa, and extending back from the said two points on the said river Oroua in a westerly direction to a line running north and north-east, in the manner indicated by the said plan,

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[141] Memorandum on the Rangitikei-Manawatu Land Claims, AJHR, 1870. A-25, p.3. (JL doc 253).

[142] ibid.

[143] see Enclosure 4 in No. 4, Return of Correspondence Relative to the Manawatu Block, AJHR, 1867, p. 7, (JL doc 231-247). Unfortunately this document has been badly copied and the names of 2 of the hapus are somewhat obliterated. Those legible are Ngatiparewahawaha, Ngatikauwhata, Ngatipare, Ngatiraukau.

[144] Memorandum on the Rangitikei-Manawatu Land Claims, AJHR, 1870, A-25, p 7, (JL Doc 252-258).

[145] ibid, p. 3.

> so as to include an area of 4500 acres, exclusive of 300 acres reserved by the Crown as a reserve for Tapa Te Wata, adjoining the said pa, and indicated on the said plan.[146](doc 44-50)

for Te Kooro Te One and others (for list of individual names see appendix 3):-

> All that parcel of land, containing 500 acres, situate on the west bank of the said river Oroua and commencing at a point on the Oroua stream ten feet to the south of the south-west corner of the bridge erected by the Provincial Government of Wellington over the river Oroua, at a place a little below the junction of the Taonui stream with the Oroua; and bounded on the east by the Oroua river to a point on the said river where the northern boundary of the reserve made by the Crown for the Rangitane tribe joins the river Oroua, which northern boundary was marked on the said land. Thence in a westerly direction along the said boundary to a point from whence a line drawn in a northerly direction at right angles to the said boundary shall meet a parallel to the said boundary drawn in a westerly direction from the starting-point aforementioned, near the south-western end of the said bridge, and so as to include an area of 500 acres as indicated on the said plan.[147]

for the Ngatiparewahawaha and the Ngatikahoro (for list of individual names see appendix 3):-

> All that parcel of land situate on the east bank of the Rangitikei river, commencing at a point on the Rangitikei river at or due west of the end of the fence, on the northern side of the Native cultivation at Huakitaoire, and bounded on the west by the river Rangitikei to a point at Tipaheahi, where a mark or pole was standing on the 26th September 1869; and extending back from the said two points on the said river in an easterly direction, so as to include an area of 1000 acres as indicated on the said plan.[148]

and finally to Wiriharai Te Angi:-

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[146] Copy of a Despatch from Governor Sir G.F. Bowen, G.C.M.G., to The Earl Granville, K.G., 17th November 1869, BPP, NZ 16, 1870 (C83), p. 174.

[147] ibid, p.175..

[148] ibid.

> All that parcel of land situate at Oau, occupied by Wiriharai Te Angi, and including an area of 200 acres of land, neither more nor less, as indicated on the said plan.[149]

The contradictory language of the judgement appears when, despite the fact of it being found by the court that the Ngatiapa were not conquered, the Ngatiraukawa emigration is described as follows:

> The whole Ngatiraukawa emigration having arrived, it appears that they did not immediately disperse themselves over the conquered country, but remained for about three years in the vicinity of Otaki, Waikanae, and Kapiti, where they employed themselves in manufacturing flax, and producing other commodities for sale to the European traders for gunpowder and firearms, without which they could not count on being able to establish themselves on their allotted lands; but having at last accomplished this object, the different sections of the tribe separated, and each section went to, and took possession of, and settled on, that particular portion or district of the conquered country which had been granted or allotted to them by the paramount Chief Rauparaha.[150]

Ngatiraukawa were related to Ruaparaha as his mother was Ngatiraukawa and his father Ngatitoa. In view of this he had persuaded his kin to migrate to the area in order to help him secure his conquests there. The court found that while Rauparaha allotted lands to the Ngatiraukawa it was not land that lay within Ngatiapa territory (it was on the south side of the Manawatu) and that the former moved onto Ngatiapa land later, at the invitation of the Ngatiapa.[151] Nepia Taratoa and other Ngatiraukawa described the distribution of the land in a letter to the Native Minister dated 30.4.1866 in which they claimed that the Ngatiapa, Rangitane and Muaupoko had no authority over the land in question as they had been conquered by Te Ruaparaha who had enslaved them and continued to seek them out and kill them in revenge for the death of his own children. Subsequently Ruaparaha had given Ngatiraukawa authority over the land from Otaki to Rangitikei. The authors also claimed that the small number of Ngatiraukawa who had joined with the Ngatiapa in the sale were those who owned small pieces of land, not the large landowners within the iwi. In closing they stated that "We have lived on the land thirty-one years. The fire of Ngatiapa has not been kindled up to the present day.[152] Travers, Adkin and McDonnell all claim that the land

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[149] ibid.

[150] ibid, p. 172.

[151] ibid.

[152] Nepia Taratoa and others to Native Minister, 30 April, 1866, Further Papers Relative to the Manawatu Block, AJHR, 1866, A-4, pp 13. (JL doc 194).

allotted to Ngatiraukawa, by Te Rauparaha, extended from the Kukutauaki stream to Rangitikei.

Buick claimed that during the Otaki sitting the judges were on Featherston's side and that the Ngatiraukawa did not stand a chance of having a fair hearing. This can be verified in correspondence from J.C. Richmond to J.H. Smith the following November when Richmond said:-

> It is almost certain that there was direct political interference during the first sitting of the court"[153]

Travers also claimed that political interference had occurred during the second hearing. He claimed that his clients had received no notice of the intended sitting of the Court and that the Land Purchase Commissioner, Dr Featherston, had arranged boundaries of allowed reserves without any consultation with the three admitted hapu.[154]

The Judgements of both sittings of the Native Land Court lead back to the need to ascertain whether the Ngatiraukawa did, in fact, acquire rights by conquest followed by occupation. Archdeacon Hadfield, recalled that in 1839:-

> Ngatiraukawa were then in undisputed possession of the district. The previous owners, the Ngatiapa, had been conquered by them, and were held in a state of subjection, some being actually in slavery at Otaki and Kapiti, others resided on the land as serfs, employed in pig hunting and such like occupations. They had ceased to be a tribe. They had no organisation, no rights. Even that portion of the tribe which lived between Rangitikei and Whanganui was in a state of degradation. It was without mana. There would have been then no room for questioning the title of Ngatiraukawa. It was a self-evident fact that they were in undisputed occupation.[155]

Land Commissioner William Spain, when attempting purchase the Upper Manawatu District in 1843 was informed that the Ngatiraukawa owned the land which commenced "..at the Wangaihu [sic] River on the south, thence to the Rangitikei River on the north, and runs back to the Tararua range of mountains." It was also said that the iwi had occupied the district for 10 years and that their population numbered 400 souls, the principal chiefs of the

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[153] J.C. Richmond to J.H. Smith, 7th November 1868, MSS Smith Papers, cited at ff 7, in K. Sorrenson, The Purchase of Maori Lands, M.A. Thesis, Auckland University College, November, 1955, Copy at Mitchell Library, Sydney, A1593.

[154] PD, Vol 17, 1870, p.542.

[155] Williams, p. 42.

Manawatu District being Whatanui, Taikaporua, Parekawa, Wairaka, Tara, Aoeta and Taratoa.[156] Fenton's census of 1859 maintains there were 656 people living between the Rangitikei and Manawatu rivers. These figures are not broken up into numbers per hapu.[157](doc 199-193)

In April 1849 Donald McLean referred to the Ngatiapa as being disorganised .."owing to their loss of their Principal Chiefs in their wars during the conquests of Te Rauparaha and the recent decease of one of their most influential men Kawana Te Hakeke.."[158] Further documents of McLean's review the Ngatiapa title to the land North of the Rangitikei river for which he was negotiating at the time. Referring to the conquests of Te Rauparaha and Rangihaeata he describes them as destroying most of the Ngatiapa and taking possession of their territory down as far as the Manawatu river. On the invitation of Te Rauparaha a party of Ngatiraukawa came down from Waikato and occupied .."some portions of the South bank of the Rangitikei'.. in order to help him hold on to his conquests. McLean says that several of the surviving Ngatiapa from the country between the Rangitikei and Wangaehu escaped Te Rauparaha's vengeance while others were taken prisoner. The influence of Christianity saved the Ngatiapa from being completely enslaved. The two missionaries Samual Williams and Octavious Hadfield also claimed this to be the case in their evidence before the Land Court. McLean stated that te Rauparaha and the majority of the conquering chiefs had agreed, in April 1849, that the Ngatiapa .."had an undoubted right to dispose of their claims north of the Rangitikei and to retain in their own possession land within certain specified boundaries on the south side of that river."[159] This evidence concurs with claims mentioned earlier by the Ngatiraukawa that they allowed the Ngatiapa to sell the land North of the Rangitikei and live on an allocated portion of land south of the river, provided they agreed never to allow Europeans to inhabit the south side of the river.

On his visit to the Otaki, Manawatu and Rangitikei districts in March 1850, H. Tacy Kemp (Native Secretary - New Munster) went into some detail describing the population, terrain and ownership. He referred to the Ngatiraukawa as a large tribe being .."industrious, brave and very much united". He said that they "..inhabit all that country lying between Kukutauaki (a small stream two miles north of Waikanae) and the main river of Rangitikei"[160] Of the Otaki district Kemp stated: "The claim of the Ngatiraukawa to the whole of the district before mentioned is, I believe, undisputed;". Manawatu was also described as "..one of the principal districts occupied by the Ngatiraukawa". They were intermixed with two small tribes, namely the remnants of the Rangitane and Te Paneiri. Lastly he described three pa situated in the Rangitikei district, one occupied by the

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[156] British Parliamentary Papers, New Zealand, Vol 5, (203) p. 106.

[157] Fenton, F.D., Observations on the State of the Aboriginal Inhabitants of New Zealand, Auckland, 1859, Printed by W.C. Wilson for the New Zealand Government.

[158] McLean to Colonial Secretary, 11.4.1849, (JL DOC 375).

[159] McLean to Fox, 12th April 1849. (JL doc 377-380)

[160] BPP, NZ 7, p.237.

Ngatirangatahi and two by the Ngatiapa whom he described as:

> ..a remnant of the original people, and have held but little intercourse with the Europeans. They are rude and uncivilized, and look with a jealous eye upon their conquerors, the Ngatiraukawa, by whom they were recently permitted to sell the land on the other side of the river.[161]

Thomas Williams, when applying for a rehearing of Parakaia's case before the Native Land Court quoted the government surveyor Grindell's report of July 1858:

> When the Ngatiraukawa first established themselves in the country each division of the tribe claimed and took possession of certain tracts as their share of the conquests of which they forthwith became the sole proprietors and of which they ever afterwards retained possession.[162]

McLean, in a memorandum defending his further awards of reserves in the block, (which amounted to some 7020 acres[163](doc 151-165)) referred to the fact that a large proportion of the awards given by him had gone to:

> about 200 natives of different hapus whose claims were not admitted by the court but who were yet in full occupation of the inland portion of the block.[164]

Later in the same memorandum he remarked that:

> These natives had resided fully thirty years in the land, and although the court did not recognise in them any legal ownership, it is quite certain that between 200 and 300 persons so located could not be summarily dispossessed.[165]

This statement alone must raise questions to the court's findings that so many people having resided on the block for thirty years, could be found to have no claim to the land at all except a permissive occupancy.

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[161] ibid.

[162] Williams, Manawatu Purchase, p.18.

[163] Miller to Halcombe, 17.12.1869, MA-13-75A (This document contains a comprehensive list of reserves awarded by Featherston, the Land Court and McLean.)

[164] Memorandum on the Rangitikei/Manawatu, McLean, p.13 MS-32-35A, WTU.

[165] ibid, p. 19.

In the Land Court at Otaki in 1868 Hoani Meihana (Rangitane) said that in 1840:-

> at Orona [Oroua?] there were Ngatiapa living; at Putanga there were a few; the others had located themselves at Parewanui; some few Rangitane lived also in the block at Te Mahau; with these exceptions Ngatiraukawa was the tribe in occupation in 1840, and had the mana.[166](doc 196)

Matene Te Whiwi (Ngatiraukawa) also asserted that in 1840 the mana of the land was with Ngatiraukawa. Most Ngatiapa witnesses laid claim to the whole of the block as did Ngatiraukawa. Rangitane witnesses tended to either state that the land was owned equally by both Ngatiraukawa and Ngatiapa although some either laid claim themselves or stated that Ngatitoa or Ngatiraukawa were in possession. An interesting statement was made by Kereopa Tokomaru of Ngatiraukawa, who said that while Ngatiraukawa possessed the mana over the land Ngatiapa's mana was still over the eel ponds. Porimona te Urukahika of Ngatiupokoiri gave evidence that the Ngatiraukawa had taken slaves and driven his hapu off the land and into the bush.

The above witnesses had no reason to simply pretend that the Ngatiraukawa were in possession at the time of their visits, especially as Ngatiraukawa were opposed to selling the land. Hadfield had lived in the area since 1839 and had a good knowledge of both the Maori language and traditions. McLean had dealt with the Maori for many years and was extremely well versed in many aspects of Maori life. On the other hand some of the evidence taken before the Native Land Court was given by people who had a vested interest in the sale of the block including both Maori and pakeha and there were many conflicting opinions. The Crown itself had a vested interest in the outcome of the court and the judgements themselves, through their language, appear to be less than impartial. Instructing the Crown's counsel were both Featherston and Buller. Featherston was both Lands Purchasing Commissioner and Superintendent of Wellington Province. He desperately needed to secure the sale of the land for the Province to benefit financially. Buller was seen as Featherston lackey and had, in fact, been promised a bonus of 500 pounds if the sale was to be completed. Buller did not receive the promised bonus and petitioned parliament later in an effort to receive payment.[167]

Following the judgement Featherston wrote to the Government requesting that the title to the block be extinguished. After satisfying the Government that the boundaries had been defined Native Title was declared to be extinguished on 16.10.69.[168](doc 49) The boundaries of the block were recorded as:-

> Bounded on the north by the Rangitikei river, from its mouth to the Waitapu creek; thence on the east by a direct line from

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[166] Evidence of Hoani Meihana, Reports of Land Court, Otaki, MS-139-30, p.4.

[167] Petition re; claim for 500 pounds, FMS-029, ATL.

[168] BPP, NZ 16, 1870, (C83), p.174.

> the mouth of the Waitapu creek to Te Umutoi, the north-western point of the Ohuaturanga, Upper Manawatu Block; thence on the east and south-east by the Oruoa river to its junction with the Manawatu river; thence by the Manawatu river to Pakengahau; and thence by the northern boundary of the Awahou Block to Kai-Iwi; and thence by the sea coast to the mouth of the Rangitikei river, the commencing point.[169]

The euphoria was to be short-lived as the dissentients, embittered by the court's decision, began to disrupt the surveys of the land in question. This was evident in a letter from the surveyor Stewart to Jackson (Chief Surveyor) dated 20.11.69 in which he reports that most of the local Maori had objected to the survey of land for the Ngatikawhata hapu at Oroua.[170](doc 188-189) After meeting with the Rangitane Tapa te Whata, Kooro te One and Takana of Ngatikauwhata and Peeti te Awe, Hoani Mehiana and Kerei te Panai of Rangitane reiterated that the survey must not continue. Their reasons were that they felt the court had not carried out the promised arrangements on behalf of the non-sellers. In view of this they objected to any survey within the block.[171]

By the end of November the Ngatiapa were also joining the ranks of those opposed to the survey. Buller, in a telegraph to Featherston, stated that there were about 50 Ngatiapa on the ground with more to arrive the next day. Alexander McDonald (acting as agent for some of the non-sellers) had repeatedly threatened Buller that if the survey was resumed he would assist the opponents, using violence if necessary. He also informed Buller that the Maori had received a letter from Travers advising them that they must under no circumstances allow the survey to continue. Buller wrote for advice from Featherston requesting "specified instructions" [172](doc 168-171) but I have not found any reply to this request.

Opposition to the survey continued at Oroua and Pakapakatea, and at Kahau there was an incident when Miritana and others destroyed a trig. station. Miritana was arrested, fined 25 pounds and subsequently sentenced to 3 months hard labour for non-payment. (His sentence was commuted to half its length following Miritana's pledge to cause no further trouble - it would appear, however, that the government were embarrassed by having arrested him in the first place.)[173] Fox wrote to McLean to report the disruptions and blamed McDonald and Hadfield for inciting the Maori:-

> McDonald and Hadfield have been trying their last kick at

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[169] ibid.

[170] Stewart to Jackson, 20.11.1869, WP-3-416, WARC.

[171] ibid.

[172] Buller to Featherston, 28.11.1869, MA-13-75A, WARC.

[173] Report on the claim of the Province of Wellington in respect of the Manawatu Reserves, AJHR, 1874, H-18, p.6, (JL doc 317-340).

> Manawatu, and the surveys were actually stopped by Ngatiraukawas.[174](doc 236)

He further reported that Buller had spoken to those who were opposing the survey and that they claimed to be taking action in an effort to 'squeeze' Featherston. Once again Fox blamed Hadfield and McDonald:-

> I hope this is true, I think it is, but with that unscrupulous scoundrel McD and the Venerable Archdeacon in the field, no stone will be left unturned to make mischief.[175](doc 237)

The accusations continued in later correspondence from Fox to McLean. Reporting the Miritana affair to the Native Minister Fox reported that he had decided to prosecute McDonald for inciting the Maori to obstruct the survey. The penalty was a 50 pound fine and Fox believed that it would put an end to further opposition. He follows:-

> I only wish we could get the "venerable" into the same fix but whatever he may be doing under the nose, he keeps himself out of the light.[176](doc 215-216)

It would appear that any pakeha who had advised the Maori of their rights or who appeared to be taking their side were at once considered to be of little worth. Those accused by various government officials were McDonald, Hadfield, Williams and Travers. The Maori had few pakeha friends when it came to land purchasing.

In January the trig. station at Mount Stewart was destroyed and on 10th January it was advised that the survey not be pushed ahead but rather that it should wait until Donald McLean arrived in order to reach some sort of compromise with the dissentients. McLean had been asked to assist, by the Provincial authorities, because of his vast experience in Maori affairs and because the Maori themselves had a great deal of confidence in him. There continued to be general dissatisfaction concerning the size of reserves awarded and the lack of provision for the dissentients. By early March only two of the awards had actually been surveyed causing some concern for Buller as the court had only allowed six months for surveying. This time limit was due to expire soon afterwards. He wrote to the Under Secretary on 17th March:-

> Certain awards were made on condition of surveys being completed and plans produced within six months from the date thereof; the proviso being, that if the survey be prevented by force, and satisfactory proof thereof given to the Chief Judge, the survey may be dispensed with. The six months allowed by

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[174] Fox to McLean, 26.11.1869, McLean Papers, Reel 53, Folder 278, WTU.

[175] ibid.

[176] Fox to McLean, 14.12.1869, McLean Papers, Reel 53, folder 278, WTU.

> the Court be allowed to lapse,[sic] the Natives will no doubt be advised to agitate for a hearing, and further complications may arise. This must be avoided.[177]

Buller was advised by the Attorney General to go to Auckland to "prove that every reasonable effort has been made."[178] The dissentients were not offered the opportunity to go to Auckland with Buller in order to state their case. It was decided to press ahead with the survey without waiting for McLean and by April Buller had informed the government that the survey was proceeding uninterrupted.

Interestingly, Buller noted to Fox at this time that he felt the matter of Himatangi should not be pushed any further saying:

> For my own part, I have always doubted the policy of including Himatangi in the proclamation of extinguishment of Native title, although I am aware that Dr Featherston urged it. It is true that Parakaia failed to take up his award of half the block, intending, if Judge Fenton should give a more favourable judgement to bring forward his case again, in the hope of receiving the whole. Consequently there was no abstract injustice in making him abide the issue of the last judgement under which he could have claimed nothing. Nevertheless, the action of the Government had the semblance of what was arbitrary. It appeared to Parakaia like taking an unfair advantage of him. He had a right to claim fresh reference and a fresh adjudication, for he was not a party to the other suit. Practically it is only a question of some 5,000 acres of indifferent land, and I think it would have been a more dignified course to let Parakaia retain what a previous Court had (in error as it now turns out) awarded him. This, I believe, is the general feeling of the Natives. They regard our taking of Parakaia's piece, under the circumstances, as a 'muru', or confiscation. On broad grounds of policy and fairness, I would say, give it back to him; not admitting his right, but as an act of grace.[179]

Buller here shows a remarkable insight into the feeling of the Maori at the time. It is interesting that he should refer to the Government's action in this case as arbitrary and actually admits that Parakaia had been treated unfairly. Perhaps more importantly he raised an extremely significant point in that Parakaia went to the land court in order to legalise his title to Himatangi. He did not consider Himatangi to be merely a part of the

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[177] AJHR, 1874, H-18, p.7, (JL doc 317-340).

[178] ibid.

[179] ibid, p. 18.

Rangitikei/Manawatu Block. This was the government's doing. It was they who decided to treat the block as a whole rather than several separate claims by different hapu. Parakaia was claiming for Himatangi and, as far as he was concerned, the other claims had absolutely no bearing on his own. Buller had picked this up and I think that it is worthy of noting as reflecting badly on the manner in which the Government had pursued the purchase without first investigating the title.

Parakaia had written to McLean in January, expressing concern that Himatangi was to be taken away from his people. He asked for McLean's help to rectify the matter.[180](doc 144) McLean accordingly wrote to the Superintendent of Wellington (now Fitzherbert as Featherston had taken up a temporary post in London) in March 1872 reminding him of the Land Court's decision at Otaki that Parakaia and his 7 co-claimants were entitled to a certificate for the 5500 acres awarded to them. Defending Parakaia's failure to have the block surveyed within the six months allowed by the court, McLean claimed that they were unaware of the stringency of the ruling and that any penalty would be enforced for non-compliance. He further recommended the following:

> I further have to point out to your Honor that the half allotted to Parakaia, contained the best portion of the block and that part of it which reverts to the Government is of almost a valueless character. I am certain that your Honor will agree with me that in these matters it is better to exercise a liberal policy which will set at rest difficulties incident to them, than to keep open a disputed question for the sake of some land of but little value.
>
> In this case I should feel disposed if your Honor's views coincide with mine to allow the claimants to have the whole of the block.[Himatangi][181](doc 172)

Strange indeed that after such length of time Parakaia's claim was still recognised by McLean and Buller, especially in view of the decision of the Land Court at Wellington which had not admitted Parakaia's hapu as having any rights over any land in the Rangitikei/Manawatu Block. In view of this why did McLean feel inclined not only to allow the award of the court at Otaki to stand (the court had initially awarded Parakaia half of the amount claimed by him) but to also try to persuade the Provincial Government to award the rest of Himatangi to the claimants? Also, both Buller and McLean had referred to the Himatangi land as lacking in value - one is left to ponder whether they would have been so forthcoming had the land been considered valuable.

However, nothing can have been done as regards the extra award suggested by McLean as shown in a letter to the Superintendent dated 23.11.1872 from Herbert Wardell. He informed the Superintendent that, acting under his authority given by letter 5 days previously, he had

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[180] Parakaia te Pouepa to McLean, 2.1.1871, MA-13-74.

[181] McLean - Superintendent, Wellington, 30.3.1872, MA-13-75A, WARC.

initiated negotiations for the purchase of both the Himatangi and the Awahou Blocks. According to Wardell Parakaia's people were under the impression that the whole of the block had been awarded to them as McLean had suggested and their asking price was 15,000 pounds plus a reserve of 800 acres which they had subsequently reduced to 1000 pounds and 500 acres. Wardell sought advice on how much he might offer for the said land recommending that a code be used in correspondence referring to the blocks to guarantee privacy.[182]

The disruptions to the survey recommenced in May when Ngawaka destroyed a trigometrical station on the Oroua Stream. Ngawaka had been deemed, by the Court, to have no interest in the block despite having signed the Deed of Cession. He had also fought against the pakeha in the Waikato war. Parakaia also recommenced his opposition to the survey. It was decided to halt the survey until the arrival of Donald McLean. Prior to his arrival he received a letter from Fox reminding him that when dealing with the dissentients he should remember that their claims had twice been disallowed by the court. McLean was advised to merely ask the dissentients "..what they want".[183](doc 229) Interestingly, Vogel had also written to McLean expressing his approval of McLean handling the affair:-

> I am glad you are going to look after the Manawatu case, because I am sure you will take care the colony is not in any way embroiled in it. I have always held that Wellington made the purchase at its own risk, and that the Colonial Government would not be justified in making it a cause of quarrel or dispute with the natives. I am glad to think that this is thoroughly your opinion also.[184](doc 222)

McLean arrived in November and held a series of meetings with the various iwi. He found there was a great deal of dissatisfaction among both sellers and non-sellers, all of whom believed that Featherston had treated them unfairly. A major complaint was that although the Land Court had requested that the admitted hapus go and mark off their reserves (which the Maori felt was fair) Featherston had ordered that it be done in a week as he was going to England. The various hapu pointed out that they would need longer than a week to mark off their boundaries, but Featherston would not allow them the time. Buller marked out the reserves himself causing much consternation on behalf of the hapu involved who insisted that the judges of the land court had ordered that those people awarded reserves should mark their boundaries themselves.[185] In view of these events they appealed to McLean to assist them in receiving their fair share of land in reserves.

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[182] Wardell - Superintendent, Wellington,23.11.1872, MA-13-75B, WARC.

[183] Fox to McLean, 19.10.1870, McLean Papers, Reel 53, Folder 279.

[184] Vogel to McLean, 11.10.1870, McLean Papers, Reel 95, Folder 615.

[185] Kawana Hunia - McLean, Notes of meeting at Parewanui, 14.11.1870, p.23, MA-13-72, WARC.

McLean pointed out that the dispute had lasted for six years and it was time that it was resolved; he suggested that they settle it through joint consultation. He was not prepared to interfere with the judgements of the Court, and appealing for a peaceful agreement, said that he would speak to delegates of all hapu involved in order to settle the matter.[186] He was aware of the political implications concerning the block if the dispute was not settled promptly and amicably. He pointed out that much of the difficulty in settling the question was due to the fact that the .."whole of the purchase price having been paid before the reserves were defined increases the difficulty and leaves the Government very much at the mercy of the Natives in any terms proposed for a settlement."[187] In view of this he believed that the only way to resolve the matter was to grant additional reserves in order to .."open the district so as to be available for peaceable and undisturbed occupation.."[188] To this end McLean and Kemp awarded to the sellers and the non-sellers a total of 14,379 and one half acres which made a total of 23,966 and one half acres when added to Featherston's initial awards of 3,361 acres and the Native Lands Court awards of 6,226 acres.[189](doc 39-41) McLean's extra awards in no way reflected that he was sympathetic to their plight rather that he felt he had no other option due to the inefficiency of Featherston's handling of the purchase.

On his return from overseas Featherston heard of McLean's awards and was absolutely horrified. He did not believe there was any need whatsoever to award a single acre more and demanded that the General Government pay the Province for the extra awards at the upset price of 1 pound per acre making a total of 14,300 pounds.
In March Fox wrote to McLean concerning the further awards made by Kemp. Having consulted with Featherston, Fox said that the former believed that if the government had not interfered he would have been able to settle the matter without giving anything further to the Ngatiapa and Rangitane. While Fox could not sanction Kemp's extra awards he assured McLean that he had "..thoroughly identified myself with your action in the matter."[190](doc 224)

In a memorandum explaining his actions McLean noted:-

> I cannot help thinking that it was unfortunate that the government handed the land over to the province before the

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[186] ibid, pp 31-32.

[187] Memorandum on the Rangitikei/Manawatu Block, Donald McLean, 21.11.1870, (JL doc 592-598).

[188] ibid.

[189] Correspondence relating to the Manawatu-Rangitikei purchase, AJHR, F-8, 1872, pp. 4-5. (This document contains a comprehensive list of acreage awarded, position of reserves and owners (Himatangi, however, is not included in this list.)

[190] Fox - McLean, 4.3.1871, McLean Papers, Reel 53, Folder 279, WTU.

> awards and reserves had been defined to the satisfaction of all parties. It was done on the assurance of Dr Featherston that no difficulty was likely to arise on the subject."[191]

Unfortunately further problems had arisen due, according to McLean, to the full purchase price having been paid to the claimants before either the inland boundary or the reserves had been marked off. Commenting on this McLean says:

> Nothing could be more important than the omission of these preliminary steps in such an important purchase, as it deprived the government of any further hold on the owners of the property, and gave the natives an opportunity to escape from their engagements on the plea of non-fulfilment of the promise made to them respecting their reserves.[192]

McLean listed, as reasons for the discontent, the facts that 1) They had been promised ample reserves by Buller before signing the Deed of Cession but these promises had not been adhered to. 2) The non-sellers were angry that their awards had not been marked off in accordance with the wishes of the court. 3) That those hapus not admitted by the court numbered some 200 people who had been in occupation on the land for some 30 years and therefore would have to be accommodated. In view of this he had awarded them land at the rate of ten or fifteen acres per head. Furthermore some of the extra awards granted included eel lagoons which were of the utmost importance to the Maori and, McLean believed should therefore be awarded - obviously he had learned this lesson from the Upper Rangitikei purchase when he had omitted to ensure that traditional eel lagoons were included in reserves.

The final reason given for his actions was that the question must not be regarded from purely a Provincial view and that it was important to consider the implications with regards to the whole country. There was much dissatisfaction within "..the powerful Ngatiraukawa, a tribe bound in strict alliance with other sections of it inhabiting the shores of Lake Taupo and the frontiers of the Thames and Waikato districts:..[193] In view of this it was imperative to keep the peace even if it entailed awarding further reserves. Even so, McLean believed that as the awards did not exceed 25,000 acres it was a small price to pay out of 250,000 acres in order to effect a speedy and peaceful settlement of the block.[194]

PROVINCE VERSUS GENERAL GOVERNMENT

Provincial authorities considered that the block had become a part of the provincial estate

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[191] Undated memorandum, D. McLean, McLean Papers, MS-32-35B WTU.

[192] ibid.

[193] ibid.

[194] ibid.

following the judgement in the Native Land Court on the 25th September 1869 and Native title to the block had been extinguished with the official Gazette notice of the 16th October 1869. However, under an agreement made between the two governments it was decided that the lands excepted by the Court must be surveyed before the Province took possession. The interruptions of the surveys led to the employment of McLean to try to keep the peace. This he did by awarding extra reserves to the dissatisfied Maori.

The Provincial Government then complained that McLean had awarded further reserves to the Maori thus causing the Province to lose valuable acres in the block. At the end of 1872 the speaker of the House, Dillon Bell, was commissioned by the General Government to arbitrate and advise on the matter of the claim by the Province of Wellington for the value of the reserves made by the Native Minister. In his report Bell remarked that there had not been any discussion regarding McLean's right to award concessions prior to his visiting the area and that the Provincial authorities had earnestly requested his presence in an effort to gain possession of the block. It was only on Featherston's return from England that McLean's awards became an issue to the Province. Bell continued that the Government had no choice in the matter as there was a real risk of violence occurring. Rather than resorting to force, which neither party condoned, McLean awarded small (compared with the size of the block) concessions accepted by the Provincial Secretary, on behalf of the Province, as reasonable.[195] Bell confirmed that this admission by the Provincial Secretary had been contained in the original draft of the letter yet struck out of the finished product. He saw this as a very important fact in the case and wondered why Fitzherbert, the superintendent who succeeded Featherston, was not told of this when he came to office.

Bell asked whether it was fair that the Province should have had to undertake the expense of the dealings for the block when it was usual that the General Government took financial responsibility for such dealings. He pointed out that the fact that Featherston wore two caps, that of the Land Purchasing Commissioner and that of the Superintendent of Wellington, should not have led to the inference that the costs of obtaining the block should fall completely upon the Province.(He referred here to the exceptional circumstances in which the money was raised for the original payments as well as the "equally exceptional proceedings in the Native Land Court of 1869.") He further stated that once it became obvious that the peaceable possession of the block was in jeopardy without interference by McLean, then the General Government should have taken the matter out of the Province's hands, that is by financing the matter themselves. He quoted Gisborne as writing to Fitzherbert in April 1872 saying that he proposed that all expenses incurred by the Government since the extinguishment of Native title to the block in October 1969 would be charged to the "loans for the purchase of lands in the North Island under the Public Works and Immigration Act, the interest and sinking fund of the cost to be chargeable, as in the case of other land purchases in the Province of Wellington, to that province."[196] However, Bell found that the cost of acquiring a clear title lay with the government rather than the province. He did not believe that this obligation ceased with the extinguishment of title in

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[195] Report on the Claim of the Province of Wellington in Respect of the Manawatu Reserves, AJHR, H-18, 1874.(JL doc 317-340)

[196] ibid, p.3.

October 1869, but rather with the laying out of the McLean reserves, as the title had been extinguished prematurely.

In conclusion Bell found that, while the General Government were liable for the costs of acquiring the land they were not liable to pay compensation to the province for the additional awards made by McLean.

GOVERNMENT LEGISLATION - The Native Land Acts 1862 & 1865

Investigation into the reasons why the Rangitikei/Manawatu block was excepted from the operation of the 1862 Act have proved most interesting. The clause was written into the Act at Featherston's request. Parliamentary debates, pertaining to the extraordinary provisions of the Bill, suggest that the justifications Featherston gave Ihakara for the block being excluded from the Act were false.

During the initial debates concerning the Native Lands Act of 1862 Fitzherbert inferred that the proposed Bill, as it stood, would lead to the financial ruin of the Province of Wellington. The reason for this was that the Bill was:-

> ..an infraction on the financial settlement of 1856-a measure calculated to bring ruin on the Province of Wellington by destroying its means of colonization by the introduction of immigrants.[197]

Bell had pointed out earlier that the concern of the Province, if the pre-emptive right was removed from the Crown, was that the Province would lose revenue from the sale of land which had been granted to them in the financial settlement of 1856. The proposals of the 1862 Land Act, to open up the land to private sale, would be extremely injurious to the Northern provinces where much of the land was still in Maori hands. There would be a huge risk of private speculators buying the land and therefore reaping the financial benefits themselves thus depriving the provinces of a major source of income previously used for public works.[198] Bell claimed that this loss could be made up by taxation both from European and Maori landowners. However he admitted that the Province would find it difficult to collect sufficient revenue in taxes as they had, in the past, tended to use the Land Fund money for purposes other than the land improvements it was meant for.[199]

In Parliament J.C. Richmond spoke out against the Province of Wellington reminding the House that their Land Fund was .."in a natural process of decay" anyway as were the funds of other provinces. He firmly believed that systematic colonization was nearing an end and

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[197] PD, 1862, p.632.

[198] W.P. Morrell, The Provincial System in New Zealand, 1856-1876, Wellington, 1964, p.100.

[199] PD, 1862, p.614.

that the colony would continue to be peopled .."as it pleased God". He called, therefore for the members from Wellington to speak on the subject and air their grievances before the House.[200]

In the same debate Mr Carter (member for Wairarapa) also claimed that the enactment of the 1862 Bill would be extremely damaging to the Province of Wellington as 250,000 acres in the Manawatu Block had already been surveyed pending a sale. He continued that it would drastically affect the settlement of that province for at least 2 or 3 years and that with the loss of the land revenue there would be no means for road making. The choicest lands would also end up in the hands of unscrupulous land speculators. In view of this he strongly urged that certain areas of Wellington Province be exempted from the operation of the Bill.[201] Others also spoke out in favour of a provision in the Act to aid the Province of Wellington due to its pending financial problems if the Bill remained as proposed.[202]

Mr Gillies argued that he did not believe that the passing of the Bill would result in the financial ruin of Wellington. Rather than diminish colonization in the Province, Gillies believed that it would have the opposite effect and that colonization would improve. He also thought that the money the Provincial treasury was used to receiving through the Land Fund would still arrive at the Treasury in a number of other ways, the only difference being that rather than large injections into one fund the Province would benefit from a much steadier income. Furthermore Gillies thought that if the members for Wellington agreed to the very principles the Bill was purported to introduce then it would be unfair to exempt that province from them. Interestingly Dillon Bell, during a later debate discussing the 1865 Native Lands Act, referred to "an arrangement" made between the government and the members for Wellington who had supported a Bill in 1862 in return for a concession. When questioning Mr Fitzherbert (Member for Hutt) Bell asked whether those members for Wellington, to whom he had given his support, had since petitioned the Crown withdrawing their support for the 1862 Bill. When Fitzherbert answered in the affirmative Bell declared that he would never have made the concession to the province had he known of their arrangements. Obviously Bell had withdrawn his objections to the exception of the Rangitikei/Manawatu block in return for the Wellington members support for the 1862 Native Lands Bill itself.[203] When Dr Featherston finally rose to speak he reiterated the views of others who believed that the Bill would mean financial ruin for the province and .."be detrimental to the best interests of the whole colony." He maintained that the implementation of the Bill would deprive each province of their most valuable revenue.

The same extraordinary clause, excepting the Rangitikei/Manawatu Block, was again inserted into the Native Lands Act of 1865. When the Bill was recommitted in September 1865 Mr Pharazyn (the member for Rangitikei) claimed that the justification for the exclusion

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[200]ibid, p.632.

[201]ibid, pp. 623-624.

[202] ibid, p.629.

[203] PD, 1865, Vol 2, p.629.

was the settlement of pre-existing New Zealand Company land claims which "were used as a pretext for the exclusion of the Manawatu Block from the operation of the Bill, and that there was no reason for such a course to be taken". However, according to Pharyzyn, these claims were for land on the south of the Manawatu river and as there were now only 15,000 acres of unsatisfied claims to settle there was absolutely no reason why the Rangitikei/Manawatu block should be excluded from the Bill in order to meet these claims. He pointed out that as the block already had squatters on it their needs should not be ignored and furthermore he felt that the inclusion of such a clause in the Bill would not only be unjust to the Maori - it would also be extremely detrimental to the colony itself. Pharazyn was supported in this by Colenso.[204]

Weld stated that he would have voted against the insertion of the clause had it not been for the mere presented by Ihakara to Featherston signifying that the Maori had given up the land. In reply to this Mantell pointed out that "The mere did not signify the submission of the whole block". Weld refuted this saying that it did indicate the whole block although he felt that the "great flaw" .."in the argument of Wellington was that the boundary had been shifted farther south than was proper". Despite the opposition the Committee voted by a majority of 18 that the clause be left in the Bill.[205]

A letter from J.E. Fitzgerald to McLean dated 8th October 1865 throws more light on the matter. Fitzgerald was concerned that the New Districts Bill (designed to create districts governed by Maori committees with their own courts and police force which would be subject to guidance from Civil Commissioners[206]) was defeated in the house because of the .."most disgraceful log-rolling." He goes on:-

> The Manawatu Clause which Ormond told me he knew would be thrown out by a large majority was kept in by a majority of 25 to 6. I believe Wellington bought Auckland and Otago on this by the promise to help in throwing out the Native Districts Bill.[207](doc 209-212)

During a debate on the Dunedin Princes Street Reserves Bill in August 1867, Carlton said:-

> He believed there was an arrangement, and that it was made in consequence of Mr Fitzgerald'd announced intention to bring in a bill to divide the Province of Auckland into Maori districts; and the arrangement was in this wise, that the Bill should be thrown on the one side; that on the other side the

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[204] ibid, p.628.

[205] ibid, p.629.

[206] Ward, A Show of Justice, p. 189.

[207] J.E. Fitzgerald to D. McLean, 8.10.1865, McLean Papers, MS copy micro 535, Reel 52, Folder 272, cited in A. Ward, A Show of Justice, AUP, Auckland, 1983, p.190.

> Dunedin resolution should be carried for Otago; the Manawatu clauses retained for Wellington; and that the New Provinces Act should be virtually repealed for Mr Macandrew.[208]

On October 7 1867 the question of the clause was again considered when Mantell tried to persuade the committee to review the provisions as the clause had proved a failure.[209] The general opinion by 1869 was that it had been wrong to except the Rangitikei/Manawatu Block from the jurisdiction of the Native Land Court which is why steps were taken through legislation of 1866 to repair the damage caused by not bringing the Block under the jurisdiction of the Court.[210]

Travers, in a debate of July 7th 1869, asked leave to introduce a Bill to repeal the clause from the 1865 Land Act. He claimed that the "Extraordinary Provisions" within the Act ..."were not only extraordinary as regarded the construction of the Act itself but were also of a very extraordinary character."[211] Apparently, according to Travers, the 1862 Act served to ensure the rights of those purchasers who had bought rights of selection from the New Zealand Company. These rights of selection, however, were for land within the Company's purchase known as the Horowhenua Block the purchase of which Commissioner Spain had deemed as invalid. However, the Land Orders and Scrip Acts of 1856 and 1858 reserved the rights of the purchasers giving them the right of selection whenever the land selected should be ceded to the Crown. The provision in the 1858 Act stated that:

> Within the Province of Wellington every holder of a land order originally selected within the block of sections laid out by the New Zealand Company at Manawatu shall be entitled to retain the particular sections whenever the title to the block shall have been extinguished.[212]

Travers argued that the right of selection pertained only to the parcel of land located between the south bank of the Manawatu river, the Horowhenua river, the Horowhenua Lake and back up to the Manawatu river. However, the Land Act of 1865 had extended the boundaries of selection in what Travers referred to as "Extraordinary Provisions.."of an extraordinary character.[213]

> Under the provisions of the Act of 1865-in which there was a misrecital of a most extraordinary kind-the power of exercising

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[208] PD, 1867, Vol, 1, p.524, cited Ward, A Show of Justice, p.190.

[209] PD, 1867, Vol 1, p.1288.

[210] Bowen to Granville, 17.11.1869, AJHR, 1870, A-1B, p.55.

[211] PD, 1869, Vol. 5, p.373.

[212] ibid.

[213] ibid.

> this right of selection was extended over a block of country reaching a considerable distance beyond the Rangitikei River on the north, and to the south of the Manawatu, comprising not only the original block, but also a large tract of very valuable country to the northward of the Manawatu.[214]

It is worth quoting at length the mis-recital Travers is referring to within the Extraordinary Provisions of the 1865 Land Act.

> And whereas by an Act of the General Assembly of New Zealand intituled 'The Land Orders and Scrip Act 1858' it was provided that in certain cases within the Province of Wellington holders of Land Orders issued by the New Zealand Company and purporting to grant certain rights of selection should be entitled to select land in respect of such Land Orders within any blocks of land laid out by the New Zealand Company for selection at Manawatu or elsewhere within the Province whenever the Native title to such blocks should be extinguished and by the same Act it was further provided that if the Superintendent of the said Province should set apart or reserve out of any of the said blocks lands for a township or otherwise as in the said Act mentioned then and in that case the holders of such Land Orders should be entitled to select land in respect thereof of any land laid out as rural land within any district the Native title whereto should at the time or within two years afterwards be extinguished....
>
> Be it enacted that all rights of selection by the said Act conferred upon the holders of Land Orders of the New Zealand Company within the Province of Wellington shall be exercisable within the block of land called 'The Manawatu Block'.[215]

Travers argued that the words "or elsewhere in the Province of Wellington," did not appear in the Act from which it was supposedly taken and as such must be viewed as a "..mis-recital pregnant with considerable mischief, and calculated to mislead the House into the belief that the reserved right of selection had always existed not only over the original block, but over lands laid out by the New Zealand Company for selection elsewhere."[216] As noted earlier Pharyzyn had also referred to the rights of selection being South of the Manawatu river.

Featherston's motive for having this extraordinary provision inserted into both the 1862 and

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[214] ibid.

[215] ibid.

[216] ibid.

the 1865 Native Lands Acts was hardly the reason he had given Ihakara. What he failed to admit was that the legislation exempting the Rangitikei/Manawatu Block had been debated and passed in 1862, long before any of the events purported to have led to its exclusion. Ihakara had handed Featherston the mere in 1864 and both Fox and Buller had written to Mantell in August 1863 that all parties were agreed to have the matter heard at arbitration. In fact, what better place to have disputes such as this settled but in the institution set up for the very purpose of ascertaining ownership of the land - the Native Land Court.

It might be seen that Featherston's justification of the exclusion clause was a blatant attempt to mislead the Maori in order to secure the block of land needed so badly for settlement by the Province of Wellington. Obviously, the Province was in a precarious financial situation and the thought of losing the opportunity to purchase the Rangitikei/Manawatu block to private speculators was too much to contemplate. Featherston had to make sure that the crown still retained the pre-emptive right over the block thus ensuring that a share of the profits made following re-sale of the land to settlers would find its way into the already depleted provincial coffers.

THE DISSENTIENTS

In November 1870, the admitted members of the non-selling hapu signed an agreement to accept certain lands as a final settlement of all their claims. The settlement had been negotiated, on their behalf, by Alexander McDonald. The non-sellers of the Ngatikauwhata accepted land laying between the Rangitikei and Oroua Rivers being:-

> ..one Thousand (1000) acres at Te Kawakawa, Oroua five hundred (500) acres at Te Rakehou fifty (50) at the Ratonuiahau an eel fishery for the nonsellers of the Ngatikauwhata Te Koro will point it out to the surveyor ten (10) acres for Te Arate Tahora at Tauranganui, an eel fishery.[217](doc 126)

Wiriharai te Angiangi accepted a piece of land at:-

> ..Oro fifty (50) acres and also a part of Kaikikopu forty (40) acres for eel fishing purposes the surveyor will lay it off.[218](doc 127)

Hare Rakena te Aweawe and ten others of Rangitane accepted:-

> ..five hundred (500) acres adjoining the reserve for Rangitane

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[217] Agreement between non-sellers of the Hapu of Ngatikauwhata, Ngatiparewahawaha, Ngatikahoro and Rangitane and Donald McLean, Native Minister, 3.11.1870, MA-13-73B, WARC.

[218] ibid.

at Puketotara.[219](doc 128)

Lastly Ngatikahoro and Ngatiparewahawaha accepted:-

> One thousand (1000) acres, seven hundred and fifty (750) acres to be in one block the remainder namely two hundred and fifty (250) to be chosen by us and the surveyor. The seven hundred and fifty (750) acres are to be at Hikungarara but the wooden houses and the paddocks of the European are to be left out.[220]

The dissentients in the case, namely many Ngatiraukawa who were later deemed to have no claim to the land, fought for justice for many years after the purchase had been completed. In August 1880 575 members of the Ngatiraukawa tribe signed a petition, addressed to the Secretary of State in London, in an effort to secure justice. They believed that, as the Government in New Zealand had refused to countenance their claims, their only recourse was to plead their case to the highest authority for the colonies.

The petition laid claims of breaches to the Treaty of Waitangi in that the Government had not honoured their promises in accordance with Article 2. They claimed rights to the land by conquest, occupation and by rightful ownership. An interesting parallel was drawn between the Government confiscations in Taranaki and their own conquests. They maintained that they had acquired the land by conquest 40 years previously and had maintained occupation rights ever since. How then, they asked, could the government justify their confiscations of land at Taranaki and elsewhere in the West Coast without subsequent occupation. "Perhaps in the Government's opinion the Maori conquest had no authority (mana)."[221](doc 51-72)

The Ngatiraukawa felt utterly betrayed as it seemed incongruous to them that those of their race who had exterminated their opposition completely were able to claim full and sole title to their lands whereas they, who had spared the lives of their foes, should lose their rights as a consequence.[222] The pakeha not only 'civilised' the Maori through Christianity they then punished them for acting in a 'civilised' manner! More petitions were sent the following year and a memorandum in August 1881 admitted that the original petition to the Secretary of State had been overlooked and would be forwarded.[223](doc 74-76) However, it was to no avail as the Government in England also denied any responsibility, effectively shutting

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[219] ibid.

[220] ibid.

[221] Petition from Ngatiraukawa to Secretary of State, August 1880, MA-13-16, WARC.

[222] ibid.

[223] Memorandum (signature too feint), 4th August 1881, MA-13-16, WARC.

the door on the Ngatiraukawa claims for justice.[224]

ISAAC FEATHERSTON

Isaac Featherston was an autocrat who tended to rule the Province of Wellington according to his own wishes. His autocratic nature can be illustrated by the notation in the index to the papers of the Wellington Province in the National Archives. The notation states that the lack of Executive Council minutes was due to the fact that Isaac Featherston did not feel it necessary to keep such written records! Obviously this has caused many problems for historical researchers. Brad Patterson asserts that Featherston was not drawn to collective decisions of his executive. In fact he considered that they should act .."in accordance with his wishes, and with its members being his personal agents."[225] As Lands Purchasing Commissioner Featherston exhibited the same autocratic nature. He constantly flouted the advice of his superiors and conducted the purchase entirely according to his own wishes despite several warnings that he should take more care in ensuring a smooth transition.

When referring to the purchase in Parliament in 1871 Stafford said of Featherston's actions as Land Commissioner,

> "They had a Commissioner doing just as he liked , and going directly in the face of instructions from the Native Minister, and they had seen a payment made by the same gentleman before the Native title had been conclusively decided. They had received a most instructive lesson on the subject of purchases from the Natives, and, under the circumstances, the Legislature was entitled to have the fullest information."[226]

It was not only Richmond and Stafford but many government officials, and ultimately many Maori, were dismayed at the way Featherston had handled the purchase.

CONCLUSION

There are several questions raised by the historical evidence. Firstly, it appears glaringly obvious that the methods used by Featherston were far from the norm. This is verified by the concern of people such as Richmond and McLean that Featherston was not following routine procedures set down for the purchasing of Maori lands. Most obvious was his failure to set out reserves before the purchase or on completion of the purchase. McLean, speaking from his pro-government stance, was surprised at the fact that the whole of the purchase money had been handed over before any reserves had been discussed. When Featherston finally did award reserves to the sellers they were utterly dismayed by what they considered

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[224] ibid.

[225] Patterson, p. 327.

[226] P.D. 1871, Vol. 11, 31.10.1871.

to be completely inadequate for their needs. Nowhere have I come across documentation explaining how Featherston arrived at the acreages he awarded. For that matter, there is no documentation either to explain the rationale behind the Land Court awards. McLean, did note that he had awarded certain reserves at the rate of 10-15 acres per head. Most certainly Featherston failed to purchase the land according to what had been considered to be routine procedure, causing much embarrassment for the government. Judging from the comments of many officials involved in the purchase either directly or indirectly Featherston had raised, in the Rangitikei/Manawatu block .."a monument to provincial blundering." [227]

Secondly, there is nothing in the evidence to suggest that Featherston made any serious attempt to investigate the title of the land, despite the fact that both Buller and Fox had stated that both rival parties had initially agreed to arbitration. Admittedly Featherston did half-heartedly offer arbitration to the iwi at the onset of negotiations but baulked at the notion of conducting it in the Maori fashion (it would be wrong to blame Featherston completely here as his views merely illustrated the ethnocentrism of the time). However, it must not be forgotten that after that time, when arbitration was mentioned, he would not consider it on the grounds that the iwi involved would not abide by a decision against them and that the result would inevitably be violent confrontation. This was because of the continual threats of violence made by Hunia Te Hakeke and other Ngatiapa whenever negotiations either reached a stalemate or the Ngatiraukawa asked to have their claims heard in the Land Court. Featherston certainly found the views of those wanting to sell the block more acceptable than those who wished to retain it. During negotiations he made it quite clear that those who wished to sell were loyal to the Queen while those who wished to hold back the land were loyal to the rebel kingites. Furthermore there is the question of the methods employed by Buller in obtaining signatures for the Deed of Cession. He was accused by many of forging signatures, having children sign and bribing those with no claim to the block to sign. Clearly he did allow people to sign the deed who had no claim in the block -in particular 800 Wanganui people. These 800 signatures served to falsely inflate the numbers of the sellers to 1400 as opposed to the 392 non-selling Ngatiraukawa mentioned by Puckey a month before the sale was finalised. Featherston had brushed these people aside as being in the minority and therefore not worthy of recognition. In fact, if the 800 Wanganui signatories are deducted from the final number of 1400 the total who wished to sell number just 600. The 392 non-sellers, therefore, actually numbered more than half of those wishing to sell and should most certainly have been recognised as being a potent force in any decision making as regards to the sale of the land. These people surely had a right to have their cases heard by the Land Court in order to assess the validity of their claims.

Thirdly, and perhaps most importantly, it is crucial to pursue the issue of tribal right in order to ascertain which iwi had
rightful claims to the land in 1840 and in view of that answer whether the Land Court finding was in breach of the Treaty of Waitangi. Most Ngatiraukawa had been converted to christianity by the early missionaries and this had had a profound effect on their traditional values and attitudes towards those people they had conquered. They had been, for instance, loath to exterminate or enslave many those vanquished by them on their arrival in the district, choosing to live in relative peace. Traditionally, in pre-pakeha times, most

[227] Patterson, p.233.

conquering iwi (including themselves) would not have been so lenient towards their vanquished foes. Certainly the Ngatiapa had become much stronger by the 1860s and it was they who offered the land for sale to the government at that time. This willingness to offer land for sale where one's rights were insecure was quite common. Featherston viewed the Ngatiapa as friendly because they had fought for the government in Taranaki. (It may also have been likely that the Ngatiapa had joined the Government forces in order to obtain the arms and ammunition they openly bragged about during negotiations for the block.) Featherston also spoke with Ngatiapa frequently regarding the sale and appeared to view them as the chief exponents of the sale. The evidence, however, strongly suggests that the Ngatiapa were, in fact, living in a state of subjection to the Ngatiraukawa in 1840. Most tribal histories have concluded this to be the case as did several impartial pakeha such as Hadfield, Commissioner Spain, Tacy Kemp, Samual Williams, the surveyor Grindell and Donald McLean. However, Land Court decisions did find that although people were living in an entirely tributary position under their conquering masters this did not necessarily mean that they had forfeited all rights of ownership to the land. Often conquerors would concede certain tracts of land to their conquered subjects. Te Whatanui did just this with a strip of land in Horowhenua which he allowed the almost decimated Muaupoko to reside on - an action that led to the Ngatiraukawa losing the entire block to the Muaupoko in later Land Court decisions. Ngatiraukawa had also conceded both the Rangitikei and Manawatu blocks to Ngatiapa and Rangitane respectively. This either suggests that the Ngatiraukawa had given the land back to the conquered iwi or that they had not felt that their rights over the land were secure enough. The evidence appears to establish that the Ngatiapa living on the North of the Rangitikei had been allowed to live there by Ngatiraukawa who chose to live south of the river. Most importantly, however, is the fact that Ngatiraukawa did appear to possess the mana over the land comprising the Rangitikei/Manawatu block allowing some Ngatiapa to live amongst them while the majority of Ngatiapa lived north of the Rangitikei river.

Certainly there had been a shift of relationships after 1840 which appears to have had a bearing on the decision of the Land Court. This can be seen in the choice of language used in the final judgements which refer to the Ngatiraukawa as conquerors and yet further claims that they were allowed to share the land by the vanquished survivors. This leads to the question of whether the authorities, by finding that the Ngatiapa were joint owners of the land, were defining the position of the Ngatiapa in the 1860s or in 1840. The Ngatiapa were certainly the most insistent that the land be sold quickly, which could be seen as rushing the issue because of their tenuous links with the land. They were even prepared to resort to violent action if their demands were not accommodated. This is evident by their repeated threats to resort to arms at every level of proceedings and certainly they were better armed than their opponents the Ngatiraukawa which does not prove that they possessed the mana over the land in 1840. In fact, most evidence points to Ngatiraukawa having mana over the land at that time. The Ngatiraukawa, however, had been backed into a corner as they were unable to have their requests for a fair hearing regarding title taken seriously. These requests had been made continually both before and after the transactions over the land were completed. The dissentients certainly must have felt that the whole situation was a fait accompli after the deed of cession was signed and accepted by Featherston. In view of this it is not surprising that many dissentients signed the deed after this time. Featherston had been completely unwilling to discuss, with the dissentients, any possibility of their retaining their portion of the land and it is likely that many would have signed the deed in order to at least gain a share of the purchase price. The matter was only sent to the land court for

arbitration many months following the sale which meant that those dissentients who had signed the deed believing it to be their only recourse to any form of justice in the matter were left wanting completely. The 1865 Land Act had provided that those who put their names to a deed of sale were unable then to have their claims heard through the court. Nobody had told these people that this would be the case, in fact, they were led to believe that they had no other option but to sign the deed of cession. Featherston had certainly not purchased the land fairly. He had manipulated the circumstances to suit his own ends often contradicting himself in the process as with the case of interpreting the rights of those who took part in the original leases. He had gone to great lengths to have the exception clause inserted into the 1862 and 1865 Land Acts in order to secure the Province's right to purchase the land. However, he had then lied to those wishing to sell the land when they challenged his right to have the clause inserted in the first place.

It would appear that the most crucial question is who actually had the right to alienate the land. This can only be answered by the interpretation of the traditional view of conquest and the rights of the conquered. It must not be forgotten that the Ngatiraukawa heke occurred during a period of cultural transition when many Maori had been converted to christianity. This must have had a bearing on traditional practices such as the enslaving or extermination of the vanquished. Samual Williams admitted that he had advised Ngatiraukawa to show mercy on those they had conquered. Did this period, therefore, also encompass changes to traditional concepts of land alienation in cases of take rau-patu? Discussions with my supervisor Alan Ward, lead me to believe that, as this topic is part of the current debate it is imperative for the settlement of any claims in this block that the question of traditional tenure following conquest (bearing in mind the introduction of pakeha concepts into traditional Maori attitudes towards land rights of both conqueror and conquered) be decided.

APPENDIX 1

Runs detailed by J. Wilson.

Waitohi Run - boundaries of which were "..the bush which then ran across the country to the Oroua River from the Rangitikei below Sandon, from the Makowai to the ridge overlooking Highden, along that ridge to Mt. Stewart, down the track which ran from there to the Makawai, and thence back again to the bush." - leased by Donald and Duncan Fraser from Ratana, Mohi and Utiku Marama of Parewanui, Ngatiapa, with the consent of Nepia Taratoa (of Matahiwi) and Tapa te Whata, Ngatiraukawa, (of Awahuri).

Hikungarara Run - boundaries .."joined the Waitohi run on the south, and ran back to the ridge overlooking the Mangaone North to the bush at Mt Biggs, and down to the river again." - leased by Laurie Daniel. Wilson states that this run was leased from the same Maoris as Waitohi run (according to Mr Fraser) stating that "Napia (sic) Taratoa of Matahiwi, Hare Rewiti and his brother Katene, and Aperahama te Huru-Huru had a share in this, as the latter lived on Ohinepuhiawe adjoining the homestead."

Mingoroa Run - "The northern boundary where the Rangawata and the open country round about Halcombe was part of it." - leased by Major Trafford the principal lessor being Aperhama te Huruhuru.

Te Rakehou Run - .."on the Mangaone creek, and extended from that creek to the Oroua in open country." - leased by Captain Blewitt.
Pohatatua Run - .."south of the Mangaone and reaching to Awahuri.." - leased by Captain John Campbell and Mr John Cameron. Both of the above runs were leased from "..Tapa te Whata, Hoeta Kahuhui, Kooro te One, and Poi-te-Ara (the wife of Takana te Kawa).."

APPENDIX 2

LIST OF CHIEFS AND PRINCIPAL MEN PRESENT AT MEETING 7.12.1866.

NGATIAPA

Kawana Hunia Te Hakeke
Te Ratana Ngahina
Hameura Te Raikokiri
Te Yopiha Te Anahi
Reupena Kewetone
Te Watene Te Rou
Hapurona Tohikura
Aperahama Mangumangu
Hone Waitere
Hamiora Te Rangiteki
Matene Te Matuku
Wiremu Mokomoko

NGATIRAUKAWA

Ihakara Tukumaru
Aperahama Te Huruhuru
Horomona Toremi
Wiremu Pukapuka
Noe Te Rauhihi
Rei Te Paehua
Hori Te Waharoa
Te Roera Herua
Kereopa Tukumaru
Tapa Te Whata
Te Kereama Paoe
Tamehana Whareakaka
Karanama Te Kapukai
Paora Pohotiraha

RANGITANE

Te Peeti Te Aweawe
Hoani Meihana Te Rangiotu
Huru Te Hiaro
Kerei Te Panau
Tutere Tiweta

NGATITOA

Tamihana Te Rauparaha
Hohepa Tamaihengia
Nopera Te Nigha

WANGANUI

Tamati Puna Te Hamaiwaho
Metekingi Rangawhenua
Te Kepa Te Rangihiwinui
Haimona Karorotipione

Te Wirihana Puna
Kawana Paipai Pukutohe
Wiremu Tauri

MUAUPOKO

Hoani Te Puihi
Te Hanita Pohai

Te Rangimairehau

NGATIAWA

Wi Tanihana Te Neke

Wi Parata

continued overleaf

NGATIKAHUNGUNU

Ngatuere

Ihaia

NGATIKUPOKOIRI

Pirimona

Potaka

APPENDIX 3

NGATIKAWHATA

Takana Te Kawa	Ephia Te Moanakino	Hepi Te Wheoro
Te Ara Takana	Ruera Te Kawa	Hara Tauranga
Hoeta Kahuhui	Te Tura Kahuhui	Ramari Kahuhui
Rahara Kahuhui	Mokena Pahurahi	Mitiria Te Kawa
Karehona Tauranga	Retemana Te Hapoki	Wiremu Karamoa
Taimona Pikauroa	Hakaraia Whakaneke	Hori Te Hapoki
Maraki Te Rangikaitu	Titaha Pape	Maringa Hapoki
Te Iti Turanga	Hepi Kahuhui	Wiremu Hohimi
Makeruke Te Aewa	Merihera Tauranga	Hemi Hohime
Metapere Kahuhui	Pirihira Kahuhui	Marara Kahuhui
Tupatai Kahuhui	Mata Kahupureke	Riria Te Moanakino
Ataneta Taratawhake	Te Waini Turanga	Haraata Kiore

TE KOORO TE ONE AND OTHERS

Te Kooro Te One	Reupena Te One	Noa Te Pata
Tino Tangata	Erina Te Kooro.	

NGATIPAREWAHAWAHA AND NGATIKAHORO

Atereti Taratoa
Werimu Taratoa
Karemihana Wairaka
Pirihira Wairaka
Wereta Kimate
Paiura Taiporutu
Kepa Paiura
Apia Te Hiwi
Pita te Aikiha
Mere Te Hiwi
Te Au Te Hiwi
Arepata Te Hiwi
Tamira Rehua
Ruta Te Kimate
Emera Taiaho
Hori Ngawhare
Hemi Rangiwhakaori
Miratana Te Rangi
Pumipi Te Kaka
Heperi Matiaka

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Series 1

WP 1/18

Series 3

WP 3/21
WP 3/172
WP 3/311
WP 3/416
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