A22

WAIROA KI WAIRARAPA

An Overview Report Commissioned by the Waitangi Tribunal

Joy Hippolite

12 November 1991

WAIROA KI WAIRARAPA

Introduction

This report was commissioned by a Waitangi Tribunal direction dated 21 June 1991. The overall task was to prepare a short summary of the Crown's relationship with Maori within the claimant area from 1840 to 1880, tracing Crown purchases, the confiscation of Maori land following the New Zealand wars, and the impact of the Native Land Laws. In the first of what will be a series, this report will look at the negotiations for and purchase of land in the Wairarapa up till 1865. It also looks at the relationship of the first four purchases in the Hawkes Bay to the Wairarapa. The report concentrates on official documentation. The brief section on the establishment of Ngati Kahungunu in the Wairarapa is taken from A G Bagnall's Wairarapa: An Historical Excursion and an 1860 report by land commissioner Searancke (AJHR 1861 C-1). Individual hapu may dispute this interpretation. An investigation and report by the claimants into the customary Maori rights and traditional use of land and other resources has also been commissioned by the Tribunal.

The claim

The Wairoa ki Wairarapa claim was first lodged with the Waitangi Tribunal on 14 March 1991. The claim alleges that the descendants of Ngati Kahungunu have been prejudicially affected by the ordinances, Acts, regulations, orders, policies and practices enacted, omitted, done or adopted by or on behalf of the Crown. In particular the Crown and pre-treaty purchases, the operation of the Native Land Court and Native Land Laws, the confiscation of land under the New Zealand Settlements Act 1863 and East Coast Land Titles Investigation Act 1867, the control and management of

Ngati Kahungunu's resources, the failure to recognise customary rights and practices. The claim alleges that all of these are and remain contrary to the principles of the Treaty of Waitangi.

The claim area

The Wairoa ki Wairarapa claim concerns the area of land on the east coast of the North Island stretching from the Mahia peninsula in the north to Cape Palliser and Lakes Onoke and Wairarapa in the south and inland to the southeastern shores of Lake Waikaremoana, and to the Kaweka, Kaimanawa, Ruahine, Taraua and Rimutaka ranges to the west.

For the purpose of this report the Wairarapa district includes all the land south of the Hawkes Bay Province and lying east of the Rimutaka and Tararua Ranges, an area of approximately three million acres. By 1860 it was reported to be thinly occupied by a branch of the Ngati Kahungunu.[1] McLean in 1852 had estimated it at 3,000 "souls", or just under 1,000 to each million of acres.[2]

Ngati Kahungunu settlement in the Wairarapa 1650 - 1840

The first incursions of Ngati Kahungunu into the Wairarapa appear to have been spread over several generations in a long drawn out series of exchanges and conquests.[3] Around 1650 the Ngati Kahungunu

---

[1] Appendices to the Journals of the House of Representatives (AJHR) 1860 C-3.

[2] AJHR 1862 C-1 no 11.

[3] A G Bagnall Wairarapa: An Historical Excursion, (Masterton, 1976).

arrived in Wairarapa to join the Rangitane, already settled there. There was already some established contact between the two, for example one Ngati Kahungunu chief, Rakaiwerohia was married to a sister of a noted Rangitane chief, Te Rerewa. By the mid eighteenth century Ngati Kahungunu were well established among Rangitane through conquest, alliances and marriage. Together they defeated the last of their predecessors, the Ngati Mamoe. By the early nineteenth century "the mana of the Wairarapa people" extended to Te Whanganui-a-Tara (Port Nicholson).[4] Ngati Kahungunu occupied virtually the entire Rimutaka peninsula. They had a large pa near what is now Upper Hutt and in partnership with their Ngati-Ira relatives dwelt in fishing villages on the eastern shores of Port Nicholson. However the "relatively untroubled existence of the Wairarapa Maori in the second half of the 18th century was to be rudely disturbed in the 1820s".[5] The musket wars saw Ngati Kahungunu driven out of Wellington and back into the Wairarapa. The arrival in Wellington of Te Ati Awa, Ngati Toa, Ngati Raukawa, Ngati Tama and Ngati Mutunga, led by Wharepouri, Te Rauparaha and others, who in turn had migrated from Mokau, Kawhia and Whaingaroa, consolidated the withdrawal of Ngati Kahungunu and Muaopoko, from Wellington. Kahungunu's claim to Wellington, Porirua and the Hutt was "finally" extinguished by Donald McLean on 29 August 1853 for £100.[6] The Rangitane, who still occupied northern Wairarapa until the musket wars, retreated into the forests of Puketoi and Tararua, where they remained until their return to the Mangatainoka clearings many years later.

---

[4] Bagnall, p 9.

[5] Bagnall, p 10.

[6] Turton's Deeds, Vol 11, p 267.

The Wairarapa district, because of its open country, was subject to repeated predatory assaults from the new tribes resident in and about neighbouring Wellington and Taranaki. Worn out by repeated attacks Ngati Kahungunu retreated in a body to Nukutaurua, on the Mahia Peninsula, not returning to Wairarapa until the summer of 1840/41. Searancke in 1860 said their return was on the invitation of Wharepouri.[7] Bagnall maintains that it was in exchange for the return of Wharepouri's daughter, captured in one of their many battles. The "path of honour" having been made smoother by the various parties' conversion to Christianity.[8]

The sale of land and the system of leasing

The sale of land in the Wairarapa, commenced in the year 1853.[9] However negotiations to purchase land had been preceding over a number of years. Interest in the area, for a Church of England settlement, had been shown by the New Zealand Company as early as 1844.[10] The acquisition of the Wairarapa district was to have been originally on behalf of the New Zealand Company. But the negotiations had been largely unsuccessful. From about the same time as the New Zealand Company had been interested in the district squatters had established themselves, with their flocks and herds, on large tracts of land leased from the Maori. This was in defiance of Native Land Purchase Ordinance, 1846, which prohibited the leasing of land from the Maori by the settlers. The Maori, enjoying an annual

---

7 AJHR 1860 C-3.

8 Bagnall, pp 13-14.

9 AJHR 1860 C-3.

10 NZC 3/4, National Archives, Wellington.

rental of about £1,200 from the squatters, were reluctant to give up any land.[11] But this, according to McLean, threatened the whole future of the Colony.

> This system of leasing lands from the Natives was threatening to entail a most serious evil on the prospects of the Colony, as they would not of course alienate any of their lands to the Crown if such a system was permitted to exist.[12]

From the Maori point of view and even the squatters themselves, the rental system worked well. It was more a 'threat' to the Crown's ability to raise revenue on the resale of the land. The Crown's response to this situation, in an effort to regulate settlement, was to send Donald McLean to negotiate and buy land for the Crown. It was not desirable that the settlers "precarious tenure" should be at the whim of the Maori,[13] where they were liable to be deprived of their home stations

> at the caprice of the Chiefs or their followers without the slightest notice, thus rendering their position the most precarious and unsatisfactory of any class of settlers in the island.[14]

This of course was a highly subjective view. An option would have been to regulate the leases, insist on notices, etc, rather than trying to abolish them. The real issue was settlers having to submit to Maori. Alan Ward has frequently demonstrated that among the settlers and officials there was the evident assumption of cultural superiority - theirs, they frequently noted, was a Christian and 'civilised'

---

11 AJHR 1861 C-1 no 28.

12 ibid.

13 Heaphy, AJHR 1874 G-4.

14 McLean, AJHR 1861 C-1 no 28.

society; that of the Maori was not.[15] That they might have to live under an inferior people was unthinkable;

> the greatest recipients are frequently, if not always, the most idle and dissolute characters of their tribe, whose reckless conduct, and increasing cupidity, render the position of the settlers holding land under them not only disagreeable and precarious, but in every way repugnant to the independent feelings of an Englishman.[16]

Nineteenth century concepts about the value of land, work and indigenous people appear to be at work here. Europeans were loath to acknowledge that indigenous peoples owned vast tracts of uncultivated bush and mountains. McLean, especially, was reluctant to see anyone benefitting from the land if they had not mixed their labour with it.

> It also encouraged among the recipients of those rents the most idle extravagant habits, depriving them of all industry by inducing them to look forward to those incomes as their chief means of subsistence.[17]

To put an end to this system, "without inflicting any serious injury on the European settlers who were holding land from the Natives," the government embarked on "a steady course of negotiation" to obtain land in the Wairarapa.[18]

---

[15] Alan Ward, "A Report on the Historical Evidence, The Ngai Tahu Claim, WAI 27," May 1989 (WAI 27 Doc T 1); see also A Show of Justice.

[16] McLean, AJHR 1862 C-1 no 6.

[17] AJHR 1861 C-1 no 28.

[18] ibid.

New Zealand Company 1844-1849 - The Canterbury Settlement

As early as 1844 it was being proposed that a Church of England Settlement be established in the Wairarapa district. The settlement, to be called Canterbury, was the design of an association formed in England of "influential, high standing members" of the Church of England. Their scheme was suppose to be "novel and peculiar", never before attempted in the process of colonisation. It was to be the means of introducing into the new country a "moral and religious community", on a scale previously unseen both in terms of the amount of population to be introduced and the quantity of land to be acquired and sold by the association.[19] It was originally contemplated that 150,000 acres would be purchased under the superintendence of land commissioner William Spain.[20] However in 1844 the company, because of its debts, suspended its operations.[21] While the company's operations were suspended a number of squatters moved into the area leasing tracts of land from the Maori for sheep and cattle runs. The area was apparently well suited for the growth of grain and the company was anxious to complete the acquisition of this district, under the authority of the government. Throughout 1845 it lobbied Lord Stanley, Secretary of State for the Colonies, who in August, consented to the extension of the area to be purchased to 300,000 acres and wrote directing the governor to use his best efforts to secure the consent of the Maori to their removal from the land. In February 1846 Colonel

---

19 NM 10/9, p 370.

20 NZC 3/6, p 122.

21 Patricia Burns, Fatal Success: A History of the New Zealand Company (Auckland, 1989), p 253.

William Wakefield, the company's Principal Agent, wrote to Grey, who was by now governor, requesting a conditional grant of land in the Wairarapa district, and asking Grey to "facilitate" the purchase of that land. Accordingly Grey, in order to assist the company, issued a proclamation, dated 21 February 1846, waiving the Crown's right of pre-emption in favour of the company, in those lands known as the company's districts.

The government was also to appoint a properly qualified person whose duty would be "to give his best assistance to the company in their selection of land, to aid in surveying the exterior boundaries of such selections, and to judge of the reasonableness of the terms of any purchase which the company may make from the Natives, with reference to the company's right to reimbursement in land in respect of monies paid for such purchases".[22] W A McCleverty was eventually appointed to this position, with the rank and allowance of a lieutenant-colonel, but did not arrive in New Zealand until September 1846.[23] Because, at the time Wakefield wrote to Grey, the company was unaware McCleverty had been selected, it hoped that Wakefield himself would be allowed to secure the land for the company.

However the "unsettled state of the Native tribes throughout the Colony" prevented any negotiations for the purchase of land for the next year.[24] In February 1847, Grey arrived in Wellington prepared to assist

---

[22] NZC 3/6, pp 116-130.

[23] Burns, p 268; NZC 3/6, p 487.

[24] Wakefield, NZC 3/7, pp 58-68.

the company in its objective.[25] He advised Wakefield that in purchasing land in the Wairarapa the interests of the squatters would first have to be settled. Wakefield was sure the company could come to some arrangement with them.[26] Neither intended that the squatters should have to leave the district entirely. Wakefield's idea was that the company should be empowered to grant squatting licenses, merely replacing the Maori as landlords, but thus relieving "the present lessees from the uncertain and capricious demands of the Natives by the adoption of some authorized system".[27] Grey preferred that each of the run holders should purchase from the company, at a fixed price, a reserve of about 20 or 30 acres for their paddocks and homesteads.[28]

Grey further advised that a "competently qualified" person should be despatched on behalf of the company to "treat" with the members of the Ngati Kahungunu tribe resident in the Wairarapa. The chiefs were to be invited to obtain further advice from Grey on the proposals made to them if they should require it. Grey recommended that "ample reserves" should be made for the Maori, one lot for their cultivations, and the other in blocks which they could lease for sheep and cattle runs and on which cultivations would be prohibited. This was to prevent disputes between Maori and settler over cattle destroying the Maori cultivations.

Grey proposed that the fund to be used for the

---

25 ibid.

26 NZC 3/6, pp 116-130.

27 NZC 3/6.

28 NZC 3/7.

district should be paid over to the government, which would execute a grant of land to the company and become responsible for annual payments to the Maori until the sum was exhausted.

In line with Grey's proposals, Francis Dillion Bell was commissioned by the company to proceed to Wairarapa, with the services of George Clarke Jr as interpreter, "to collect the natives and to treat with them for the sale of their rights on the abovementioned terms".[29] On 26 February 1847 they both left Wellington. On 23 March Bell wrote reporting on his progress. Things had not gone as easily as he had supposed they would considering the "small number of native inhabitants compared to the great extent of country".[30] Bell had not expected such a "violent and decided opposition" from nearly every place he went to. Negotiations had been made difficult by the occupation of much of the land by squatters paying rent to the Maori. Those rents came to just over £300 a year. Bell did not hold out much hope that the Maori would sell land as long as they could rent it;

> the natives had become so fully aware of the value of such an annuity, that not withstanding the illegality of the leases and the disputes with their tenants, I was not sanguine they would immediately or even very willingly accept a proposal to purchase the land which already yielded them so considerable a revenue.

Bell found that the older generation were "strongly attached to ancient customs and a way of life" which was more than sufficiently provided for by the money they received from the rentals. They could not be charmed with the lure of more money and were perhaps

---

[29] NZC 3/7, pp 58-68.

[30] NZC 3/7, pp 111-141.

more long sighted, "looking only to the seeming disinheritance of their children". It was the younger ones, who had acquired tastes for which a large sum of money was necessary, who were more willing to sell. It was clear to Bell that so long as the system of renting land remained it would be next to impossible to get unanimous approval for the sale of land. The only way to acquire the land was to put an end to the system and stop the payments under the leases.

Another difficulty Bell encountered was the absence of a principal chief "to treat with", and whose decision to sell could be used to influence the rest. The one chief Bell thought could have been useful, E Pehi, had been drowned some years ago.

A further impediment to the negotiations was the claims of Maori not residing in the district. One example was Te Hapuku, who resided in Hawkes Bay, but through his relationship to Pehi claimed and received a share of the rents. Bell proposed dealing with the actual residents in the first instance and dealing afterwards with any valid claims of others as they arose.

Grey while not intending to recognise any arrangements entered into between the squatters and the Maori, did not consider it would be a good policy on the part of the company to interfere with the squatters, at least until the company really required the land they occupied, and advised Bell to deal liberally with them.

On the question of competing claims Grey advised Bell that if it should appear that the company had done its best to determine the right sellers and had purchased from them, he would issue a Crown Grant at once, and

assume responsibility for extinguishing any claims which might be set up afterwards, as long as a certain amount of money was placed at his disposal for that purpose. Any money left over would be returned to the company.

In order to persuade the Maori to sell Grey wrote to the Wairarapa chiefs announcing that no more payments by the squatters to the Maori would be permitted. A threat was implied that if the Maori did not conform they would receive no money at all.

> My Friends
> I have been told that you will not make any arrangement with the Government for the sale of your lands, although sufficient portions would be reserved for yourselves and your children for use. My Friends this is not right. Ample Reserves shall be retained for you if you will sell your lands - but if you will not conclude such an arrangement then I shall desire the Europeans to depart from your land and shall put an end to the arrangements at present existing between you and them.[31]

Following Grey's letter Bell saw only one further cause for uneasiness. He was mildly concerned that the Governor had just agreed to pay what Bell saw as large sums for Porirua and Wairau, and the Maori might demand a high price for the Wairarapa. He suggested that with a slight modification to their plan they should be able to get around that difficulty, although he did not say what that modification might be.

However even Grey's letter did not have the desired effect. In August 1848 Wakefield was still writing about the need to purchase the land.[32] A sense of urgency had crept in, the promoters of the Canterbury

---

31 NZC 3/7.

32 NZC 3/8.

Settlement were getting impatient with the delay and there was a risk of them abandoning the project. It was now decided that a commissioner authorized by the government, instead of an agent of the company, should attempt to acquire the land. And Grey was now suggesting that instead of the squatters remaining in the district an attempt should be made to purchase land as far as the Hawkes Bay, with a view to moving them there.

Bell and Kemp

With this in mind H T Kemp, the native secretary, was commissioned by the government to proceed with negotiations for the acquisition of the Wairarapa and Hawkes Bay districts.[33] Bell was instructed by the Principal Agent of the company to assist Kemp. His principle object was to reconcile the squatters to the purchase of the district.

Kemp received his instructions from the colonial secretary in the form of a letter dated 12 October 1848.[34] He was told that it was of "paramount importance" that as much of the district within the Wairarapa and Ruamahunga valleys should be acquired as soon as possible, "excepting only such Reserves as it may be necessary to make for the Natives". A later letter explained the urgency, because the first emigrants from England for the projected Canterbury settlement were expected very soon. It would have been a "great inconvenience" if they arrived and there was no settlement ready for them.[35] Kemp was told it

---

[33] NZC 3/9, pp 62-85.

[34] NM 10/9.

[35] NM 10/9, colonial secretary to Kemp, 16 October 1848. This however turned out to be a false alarm, Bagnall, p 86.

was essential that the reserves should be clearly defined in number, position and extent and be marked out distinctly on the ground. A surveyor was to accompany Kemp for this purpose, as soon as he had reported that the negotiations were sufficiently advanced to enable a surveyor to commence the surveys.

Kemp's purchasing activities were not to be limited to just the Wairarapa district but were to extend as far north as possible into the Hawkes Bay district. Grey's suggestion was now policy. Land in the Hawkes Bay was to be purchased in order to move the squatters at present inhabiting the Wairarapa Valley beyond the limits of the proposed settlement.

The terms of payment were to be £5,000 in equal annual instalments of £1,000, and annuities of £25 each to four of the principal chiefs. Kemp was informed these instructions were intended as a guideline only. The limitations placed upon him were not to be considered so absolute or unalterable as to prevent the purchase of the land. The £5,000 was just the limit he had to go to before it was necessary to refer to the government for further authority. He was to purchase the whole territory on the "most advantageous terms possible" but if those stated were found to be inadequate he was to report to the government, and state what steps he considered the best to take.

It only remained to request that Kemp would keep a daily journal of his proceedings and arrangements and to report frequently the state and prospects of his negotiations. Much depended upon Kemp using the "utmost zeal and activity" to bring to a successful and speedy end the important business he had been entrusted with.

It seemed that Kemp's "zeal and activity" needed some help, because on 7 November 1848 the colonial secretary wrote to Rev Colenso acquainting him with the character and principles of the Canterbury Association in the hope Colenso would use his influence to help Kemp.[36] According to the government the process of colonization was impossible to stop, even if they wanted to, which they did not. That being so, the government hoped that he would see the next best thing was "colonization, restrained within such limits and regulated by such principles as have been adopted by the promoters of this new attempt at it". Relying on Colenso's membership of the Church of England the government hoped he could find it in himself to further the cause of the association, by endeavouring "to make the Natives appreciate the physical benefits and external advantages" they would receive by the formation of such a settlement. Colenso too, it was pointed out, would benefit from the location of a body of Church of England ministers, it would make his own work easier.

Colenso did not appear to be convinced of the benefits the settlement would have for the Maori, and saw in the colonial secretary's letter a threat to the Maori if they refused to sell.[37] On 23 Dec 1848 he replied that he was unable to give the assistance requested.

> I regret, deeply regret, to have to say, that I cannot conscientiously aid or assist or in any ways use any influence which I may possess over the Native Chiefs to prevail upon them to alienate the whole of their Lands to the Crown, or to accept "Reserves" for themselves (when the Land has become so alienated) in scattered or detached parcels or blocks among the whites.

---

[36] NM 10/9, p 370.

[37] MS 583, Colenso Journal, Vol 2, 1846-48, 10 November 1848, Alexander Turnbull Library.

> Both of which plans being in my humble opinion, equally fraught with no less than the utter and speedy Extinction of the whole of the Native Race.[38]

The Colonial Secretary thought Colenso must have "misunderstood the intentions of the Government in reference to the purchase" of the Wairarapa.[39]

Colenso's journal reveals that he had also recognised Te Hapuku as "the present undisputed principle chief of the whole district". He had been "grieved" at a remark by Kemp that if Te Hapuku refused to sell "he very well knew how to manage". Such actions he reminded him had been the cause of bloodshed in Wellington. He advised the colonial secretary that when purchasing land great care should be taken in establishing who in fact was entitled to sell.[40]

On 2 November 1848 Bell and Kemp started for the Wairarapa. They had been ready to proceed on 19 October but the Wellington earthquake and its aftershocks had delayed them. A series of meetings were held to ascertain the views of the leading European and Maori figures. The initial reaction from the Maori was still one of decided reluctance, the land held in lease from the Maori now exceeded 100,000 acres, while the rent the Maori were receiving was more than £600 a year. The settlers on the other hand voted unanimously to assist the government in its endeavours, in return for some remuneration, if they had to remove from the district.

---

[38] NM 8/1849/39.

[39] NM 10/9, 17 January 1849, p 484.

[40] NM 8/1849/39; Colenso Journal, 16 November 1848, pp 130-1.

Bell and Kemp however managed to talk the Maori around, "the constant pressure we maintained on them and a keen appreciation of their interests at last had its effect in inducing them to change their mind".[41]

It is worth recording at length Bell's description of some of the pressure they used.[42]

> The preliminary conversations were, as is always the case in dealings with Natives for land, mere talk - not having any positive object nor being in any way reliable as affording indications of the result. We had with us a Ngatiawa Chief from Kaiwarra (a pa in Port Nicholson) named E Wata - a man who had borne rather a conspicuous past, and been wounded, in the battles between his tribe and the Ngatikahungunus in days of yore, when the latter were beaten from their old dwelling places at Otaki and thereabouts and driven across the Wairarapa Valley to the East Coast. On that account he was listened to by his former enemies, with the attention that a warrior always receives in New Zealand. Him we used to send privately into the pah, "crammed" with what he was to say as from himself: and in this way the old fellow did us considerable service. Then at night Mr Kemp and I would ourselves saunter across from our tent to the pah for a chat; and getting hold of one man after another by the fires that blazed up over the ovens containing the evening food, talk civilization and Church of England Settlements to their heart's content.

On the afternoon of 24 November a final meeting at Otaraia was held. Bell reported the Maori as firm in their resolution that;

> they had held the land; and would do so still. It had belonged to their forefathers, and was theirs now: the land was in fact their great parent, to surrender whom would be death to themselves and their children. If it were true that another emigration was coming there, like the first emigration to Port Nicholson under "Wairaweke" let it come - there was plenty of

---

[41] NZC 3/9, p 361.

[42] NZC 3/9.

> room, and the white man could occupy land as the squatters were now doing, without buying it. - Mr Kemp replied, "that he knew well what the land was to them. How had they come there? It was untrue that their forefathers had handed it down to them. He knew well the old battle days, when they fled from the West Coast, from Otaki and Waikanae, chased by their enemies the Ngatiawa and Ngatiraukawa. Where now was Ngatikahungunu? Why in a new country here and at Ahuriri, far away from their ancient homes, which were still in the occupation of their conquerors. Their old gardens produced the food today of their enemies of yore, who possessed the land which the Ngatikahungunu once cultivated. The origin of their sojourn in Wairarapa was too well known for them to deny: one by one they had come down in fear and trembling to the Valley since the arrival of the white men, at Port Nicholson, without whose friendly protection they must have left it the wilderness it was when Wairaweke came". - I added, after Mr Kemp, "that they had spoken falsely in saying they had held the land. It was gone from them, for cattle and sheep runs, to people who cut it up into large slices for themselves. And what was their remuneration? Paltry rents which the Governor would assuredly put a stop to one day. On the contrary if they sold the land now they would get a good payment; they would see a large body of white men among them, with a Bishop, Ministers, and Schoolmaster who would teach the Maori as well as the pakeha".

After the discussion Simon Peter, Tati, Ngario, Raniera, E Raro, Te Hama-i-waho, and other principal chiefs spoke in favour of a sale. Ngatuere and Manihera were still opposed.

> Ngatuere then rose to oppose the sale. "He was quite satisfied with his pah and his land, there where he stood. Otaraia was his, and he would keep it. He wanted no white men to come unless they were willing to rent the land from him as others were doing at this moment in the Valley. It might all be true about the fighting of old, and their being driven to this place: reason the more for holding it in their own hands and not being driven away again into the scrub and the barren hills. The missionaries (meaning Mr Colenso) had assured him that the moment the land went to the white men, go they must into the hills, they the owners of the soil. For his part he would never abandon his place, nor sell his

land; - as for clothes and riches, look at his coarse mat, he ws satisfied with it for covering: - look at his potatoes, they were good enough food for him." - Mr Kemp addressed them again. "It was false that they would be banished into the scrub: ample Reserves would be made for them by Government; they would not be asked to leave their pahs and cultivations unless they were themselves willing to surrender them; a town would be laid out for them similar to the one at Otaki; where the Natives were fast improving in everything. Nor let them say that they were satisfied with their Maori customs. They had virtually abandoned them long ago. Their worship, their food, their clothes, were the white man's. The wheat growing around, the horses, the many pigs, were his gifts -in short, when they first invited the pakeha to come and sit down on the grass with his sheep and cattle, they had changed or abandoned all their old habits. But did the two or three among them who were against the sale, presume their voice would prevail against the majority? They would have to yield some day, it was better to do so now and share in the benefits that the consenting party would obtain".

Manihera followed on Ngatuere's side. "What good had the white men done, that we should talk about the bringing them there being a benefit to him? Who introduced the musket, and taught the Maori the use of gunpowder? By the white man's instruction in a new art of war his country had been deluged with blood. Te Hongi, Rauparaha, and other warriors had overrun vast tracts, sweeping away whole tribes from the Earth, and leaving everywhere traces of their ruthless devastations. The musket had driven their old enemies from their place in the north at Kawia, down to the home of Ngatikahungunu, and sent its children exiles to this coast. Would the Ngatikahungunu now welcome the white man, only to find themselves banished once more? No - let the pakeha stay on the land and pay tribute for it - but never let it pass into his hands by sale." One or two others followed to the same effect; after which I said a few words especially addressed to Manihera and Ngatuere. "It was true that the white man had brought them muskets and gunpowder: but had he not also brought them a new Faith, and deliverance from their wars? So long as they were heathens and had only the meri and taiaha for weapons, their fights were incessant: but the teaching of the New Testament, and the deadly effects of the musket, had led them to cherish peace, and had converted them from

> barbarious and cruel savages into civilised and Christian men. If they preferred their old life, let them return to it and its wretchedness - let them abandom their faith, their food, their clothes, their horses, and turn again to the pigs they were before. Let them send away the white man altogether and give up their rents, or let them receive him as a friend indeed, and welcome numbers of his people to settle among them".

In the end the boundaries for a sale were decided. The western boundary began at Cape Turakirai and ran along the summit of the Tararua ranges until abreast of a place called Te Kotukutuku, about 50 miles in a right line inland from the mouth of the Wairarapa lake. The northern boundary commenced from there, passing by the Pukawa and a number of other places down to Wharehama just below Castle Point on the East Coast. The eastern and southern boundaries were the coast line from Wharehama back to Cape Turakirai. The total extent of the block was estimated at about 1,400 square miles or 900,000 acres,[43] a considerable enlargement on 300,000 acres. The price was to be between £3,000-£5,000. Bell did not consider this extravagant if the prices paid in the North and Middle Islands were taken into account. Notwithstanding that he reported that he would endeavour to reduce the demands of the Maori "within the smallest possible compass".

Things were decidly improving for the company, in addition to that block Bell and Kemp had also received information from Te Hapuku and other principal chiefs of Ngati Kahungunu living at Ahuriri of their desire to sell portions of their land.

Bell and Kemp had just about completed the sale when they received news that the Canterbury Association was

---

[43] NZC 3/9.

considering other areas for their settlement. A Captain Thomas was reported to be checking out Port Cooper for the company. This placed them in a dilemma. All the discussions and negotiations they had undertaken had been on the understanding that Wairarapa was to be the site of the Canterbury Settlement. The squatters were only prepared to surrender their runs on the assumption that with the settlement there would be new markets for their products. The Maori saw no benefit in exchanging a large annual rent, where they still owned the land, for a "paltry sum", and no land, if the settlement did not go ahead. The foundation of a large settlement in the Wairarapa, which would bring their labour into demand, open a ready and profitable market for their agricultural products, and provide education both for themselves and their children, had been the principal, if not the only inducement, to selling their land.

Bell feared that if it was decided to establish the Canterbury Settlement elsewhere it would probably be impossible to acquire the district on the basis of the existing provisional agreement. They would also experience great difficulty in obtaining any more land.

Bell and Kemp halted their negotiations and returned to Wellington for further instructions. Grey decided that the Wairarapa purchase should still proceed. Kemp was directed to return to the Wairarapa and conclude the negotiations as soon as possible. He was instructed to inform the Maori of the possibility of the proposed Canterbury settlement being established elsewhere, in order that they would have no reason to complain, at a later date, of having been misled as to the intentions of the government, or the purposes for which the district had been sought. He was also to

inform the Maori that there was still the possibility of a another settlement being established there and that large areas were still required.[44] Kemp was further instructed to extend his negotiations to Ahuriri and to do all in his power to effect the purchase of that district also.[45]

On 18 Jan 1849 Kemp reported on his meetings with Maori chiefs interested in the sale of the district.[46] He proposed the sale of a million acre block south of a line from Whareama on the coast to the source of the Manawatu river.[47] For this block the sellers wanted £16,000, Kemp was only authorised to offer £4,000, which was rejected by Simon Peter and the others.

Once again, "the system of squatting...[was] the real obstacle to the acquisition of the district".[48] Kemp tried to threaten them by telling them the government had the power to withdraw the settlers and deprive them of their rent. It did not have the desired effect, "I am inclined to believe that they regard it merely as a threat for the purpose of compelling them to sell", which it was.

The government considered the sum of £16,000 "so unreasonable and exorbitant as not to be for a moment entertained." Kemp was ordered back to Wellington and negotiations for the Wairarapa were suspended.[49]

---

[44] AJHR 1861 C-1 no 6.

[45] NZC 3/9.

[46] NZC 131/4/3.

[47] Bagnall says there was possibly some uncertainty about the original springs of the river, p 88.

[48] NZC 131/4/3.

[49] AJHR 1861 C-1 no 7; NZC 3/10.

Although it was finally decided to establish the Canterbury settlement elsewhere, the New Zealand Company was still keen to acquire the land and had been pushing the government to take some action over the illegal leasing of lands from the Maori.[50] By September 1849 the Maori were receiving £800 - £1,000 per annum from the rentals.[51] Fox in a letter to the secretary of the New Zealand Company lamented this impediment to the purchase. He decried the seemingly "feebleness of the Colonial Government and of its unwillingness to attempt in any way to control the Natives..." Despite the proclamations and notices of the government "no active step whatever" had been taken to enforce the authority of the government. Wakefield in September 1848 had noted how "the great increase in the number of squatters since Mr Eyre's Proclamation against such occupation of that district proves how little influence he possesses over the stock-owners".[52] Fox declared the Native Land Purchase Ordinance in effect "a dead letter". He denounced what he called Grey's policy of "nonenforcement of the law whenever it may be in opposition to the Native prejudice". A policy, he claimed, "so much reprobated" during his predecessor's term, not recognising that Grey, like Fitzroy before him, was in no position to do otherwise.

Fox further claimed both races laughed at the "powerless of the Government". He believed that no real difficulty attended the enforcement of the prohibition. A large number of Maori appeared to be in favour of a sale and were "vexed at the obstacles

---

[50] NZC 131/4/1, F D Bell to Grey, 17 March 1847; NZC 3/10, Fox to colonial secretary, 7 September 1849.

[51] NZC 3/10.

[52] NZC 3/8, pp 518-522.

interposed by the others to its being effected". The squatters prefered to see the land in the company hands rather than having to continue to submit to the demands of the Maori.[53]

While Fox may have believed there would be no great difficulty to enforcing the Native Land Purchase Ordinance, the government had been in no position to do otherwise. The colonial secretary replied to Fox that, while sympathetic to the company's position, the government had not considered itself at liberty to bring the Native Land Purchase Ordinance into operation in the Wairarapa district.[54] The lieutenant governor especially had been reluctant to pursue any course which might "bring about a collision between the two races" or which might "inflict upon a large and important section of the community serious injury or hardship".[55] Fox was reminded that the company was in no position to criticise. They had not completed their own arrangements with regard to their original purchases so that in the event of steps being taken against the squatters, no place had been acquired to which they could move to. It was not until September 1849 that the government felt in a position to take steps against the squatters and advised the company that a land commissioner was to proceed under the Native Land Purchase Ordinance against any person illegally leasing land. By then the Wanganui and Rangitikei had been obtained affording some place for the squatters to move to.

Donald McLean, Chief Land Commissioner

---

[53] Fox, NZC 3/10.

[54] NM 10/10, 13 September 1849, p 17.

[55] NM 10/10, 22 September 1849, p 32.

On 24 September 1849 the Executive Council decided that the purchase of the Wairarapa was to proceed and that Donald McLean, "the most able and hitherto most successful negotiator", was now to negotiate on behalf of the New Zealand Company.[56] A letter from the colonial secretary spelled out the instructions McLean was to follow in his negotiations for the purchase of land in the Wairarapa.[57] These were to run concurrently with the purchase of the Manawatu district. The colonial secretary did not feel that this would present too much a difficulty as a short and easy route through the ranges near Rangitikei to the Wairarapa valley was rumoured to exist, and McLean should find it easy enough proceeding from one district to the other as the occasion should warrant it.

For his "information and guidance", a copy of Kemp's instructions, along with the whole of his reports, were forwarded on to McLean. He was advised that "in treating with the Natives", he was, as far as was practicable, to act in the general spirit of the instructions given to Kemp. Other than that he was given a certain amount of discretion in his negotiations, as long as he reported "fully from time to time upon any points, a deviation from which" he considered "likely to prove advantageous". He was also to keep a daily record of his proceedings and forward a copy of it, in addition to his reports, to the Colonial Office for the information of the government.

An earlier letter to him concerning the northern boundary of the Rangitikei purchase described what to

---

[56] NZC 3/10.

[57] NM 10/10, 29 September 1849, p 35.

do where conflicting claims of rival tribes existed.[58] The "prudent course" was;

> to define exactly the limits of the country which the selling tribes are clearly admitted to have a right to dispose of and to purchase this tract of country, and the rights of the Natives beyond its limits, if they have any such, real or supposed. The latter of course cannot be defined, but then, the Government would not appropriate lands beyond the limits of the portion actually marked out, as known and agreed to beyond dispute, until after the interest of the adjoining tribe should, in a similar manner, have been satisfied by some future purchase.

As well it was;

> essential that however far supposed rights acquired in such purchases are believed to extend, some distinct and definite boundary must be acknowledged by the Natives, and be marked on the ground, as the limit of the land absolutely purchased, and to which the right of the selling parties is undisputed, and the limit or boundary should exist on every side of the purchase, either in some natural feature of the country or in surveyor's lines.

In addition to the powers conveyed in the instructions to Kemp, McLean was authorised to institute proceedings in any Residence Magistrates Court, under the Native Lands Purchase Ordinance, against anyone illegally leasing land from the Maori since the 9 October 1847.[59]

It was only left to point out "that the power thus confided to" McLean was to "be exercised with great discretion, and in a manner which may not cause more annoyance, or inflict greater injury upon any of the squatters than may arise from the necessity for removing any obstacles", which maybe to the detriment

---

[58] NM 10/10, 10 September 1849, p 11.

[59] NM 10/10, p 35.

of settling the matter.

The governor had every confidence that "notwithstanding the failure of all attempts hitherto made to purchase the Wairarapa district" McLean with his "energy, perseverance and ability" would shortly overcome all the difficulties this "embarrassing and long standing" matter had caused.

Although McLean received his instructions in November 1849 throughout the rest of the year and well into the next he was detained with the final details of the Taranaki, Wanganui and Rangitikei purchases. It was not until November 1850 that McLean could report the final adjustments of the Wanganui and Rangitikei boundaries. Throughout that time he had been constantly engaged in discussions regarding absentee claimants, "where Maori of the different districts are so connected with each other, that it often happens claimants more interested in a place are not those residing there, but others living at a distance".[60] This was to occur time and again in his purchasing activities.

The New Zealand Company in the meantime had been winding up its affairs. Its inability to sell land in the three settlements of Wellington, Nelson and New Plymouth led to the eventual demise of the company. On the 4 July 1850 the directors of the company were authorised to notify the British Government that it had to surrender its charter.[61] The negotiations for the Wairarapa had to be abandoned. Fox regretted that McLean had not been sooner employed upon the

---

[60] NM 10/10, p 376.

[61] Burns, p 298.

negotiations for Wairarapa.[62] The colonial secretary reminded Fox that McLean had been fully engaged in the negotiations of other districts, some of which had been on behalf of the company, e.g Taranaki, "itself a settlement of the New Zealand Company", and that there were "few persons in New Munster either qualified or competent to act as Commissioners for negotiating purchase of land from the Natives". It had not been in the power of the local government to nominate any other person to take McLean's place while he was employed "in the manner above stated at the company's settlement in New Ulster".[63]

On 3 July 1850 McLean was instructed to cease all negotiations on behalf of the New Zealand Company for the Wairarapa. He was to submit a full report on the state of the Wairarapa and Manawatu negotiations pending a decision from the government, whether it would re-employ him on behalf of the Crown. The lieutenant governor would decide what to do after receiving McLean's report and consulting with the Executive Council.[64]

McLean's reply on 30 July recommended that before he furnished a report it would be advisable if he was to visit Ahuriri where some of the principal chiefs, concerned in the sale of the Manawatu and Wairarapa, lived.[65] He had earlier received a letter from Te Hapuku asking that McLean come to Hawkes Bay and purchase land on which Europeans could settle.

---

[62] NZC 3/11, 24 June 1850.

[63] NM 10/10, p 386.

[64] NM 10/10, 3 July 1850, p 390.

[65] McLean Papers MS 32 Folder 3A, Native Land Purchase Commissioner, 1850, Alexander Turnbull Library.

> I have sent a pakeha person to see you about some selling. However, I have been having some trouble with the pakeha here. I give them my pigs and my hemp but they do me a disservice and throw my flax into the water...Perhaps you and the Governor may choose a pakeha to assist me. Make sure he is a good person, do not send an ignoramus, lest I have more problems...[66]

Ballara maintains that Te Hapuku's enthusiasm for selling was "motivated by a grand vision of the future". His forested land was becoming economically unviable and he wanted to "enrich his territory by settling on it respectable Europeans with whom his people could trade their grain and other crops for clothes, tools, horses and horse-tackle, tobacco and spirits".[67]

McLean advised the colonial secretary that as soon as his current duties were completed he would be ready to proceed to Ahuriri at the direction of the lieutenant governor. On 6 August the colonial secretary replied that he was still waiting on the lieutenant governor's instructions but McLean, in the meantime, was to complete the inland boundary of the Rangitikei purchase.[68]

On 23 and 24 August McLean wrote reporting in turn on the proceedings in adjusting the inland boundary of the Rangitikei purchase and of a "meeting of Natives to discuss sale of large tracts of land for Manawatu & Ahuriri". These are listed in the New Munster

---

[66] McLean Papers MS 32 Folder 674C. Translation provided by Charles Royal for the Nga Kupu Korero Exhibition, Alexander Turnbull Library 1991.

[67] Angela Ballara's essay on Te Hapuku in W H Oliver (ed), The Dictionary of New Zealand Biography, Vol One, 1769-1869, (Allen & Unwin & Department of Internal Affairs, NZ, 1990), p 444.

[68] NM 10/10, p 445.

register NM 9/4 as NM 1850/801 and NM 1850/802 respectively but are now missing.

The colonial secretary in acknowledging McLean's letters advised, once again, that he was still waiting for further instructions from the governor. In the meantime McLean was to lose no opportunity of advancing negotiations for the purchase of the Waiararapa and Manawatu districts, although he had received no special instructions since being directed to discontinue further negotiations for the New Zealand Company.[69]

While waiting for the governor's instructions McLean was commissioned a Resident Magistrate of the Province of New Munster on 19 September 1850. This commission had been made with the view of giving him ample power for adjudicating, in the districts where he was negotiating for land, on any cases, where Maori were concerned, of disputed ownership or interests. Sorrenson has pointed out that until 1862 there was no satisfactory method of legally solving disputes, either between Maori groups, or between Maori and the Crown. It was up to people like McLean to solve disputed claims of ownership. When he had to make a decision of ownership it would be very easy for him to admit the claims of land selling Maori and to ignore those of the non-sellers.[70] The acting colonial secretary had no doubt that the possession of these powers would "facilitate" McLean's negotiations with the Maori.[71]

---

[69] NM 10/10, 2 September 1850, p 493.

[70] M P K Sorrenson, 'The Purchase of Maori Lands 1865-1892' (MA Thesis) Auckland University, 1955, p 12.

[71] NM 10/10, p 524.

McLean, in acknowledging his commission, replied;

> I shall always feel much pleasure in carrying out the views signified through you by His Excellency in reference to the adjudication of the numerous cases that are constantly referred to me for adjustment in the districts where I am employed negotiating with the Natives, and I beg that you will convey to His Excellency my best thanks for an appointment which will so materially aid me in discharging with greater efficiency and in a manner more conducive to the welfare of the Natives the duties with which I have the honour of being entrusted in this Province.[72]

On 7 October 1850 McLean received his instructions from the governor, he was, "notwithstanding the New Zealand Company's Agent's expressed wish that all further negotiations on behalf of the Company for the purchases of the Wairarapa and Manawatu Districts should cease", to still proceed with those negotiations. The only further instructions he received was to definitely not conclude agreements for the payment of any sums of money until he had received the governor's sanction, and to report what steps he considered it desirable to take for the acquisition of the districts. The government was waiting to hear when McLean could actively enter upon these negotiations.[73]

<u>The first purchases in the Hawkes Bay</u>

Before commencing negotiations in the Wairarapa however, McLean arrived in the Hawkes Bay on 11 December 1850 to begin negotiations for the purchase of that district. He was keen to acquire the Hawkes Bay district because if the Native Land Purchase Ordinance was to be brought into operation an outlet

---

[72] NM 8/1850/934.

[73] NM 10/10, p 547.

was needed for the Wairarapa squatters and their flocks.

> ...in order that a country may be opened up for the Wairarapa settlers, in which most of them may be able to obtain runs from the Government, and discontinue, without much disadvantage to themselves, the present system of leasing from the Natives.[74]

This district which was particulary suited for sheep grazing, would be ideal for them.

> It is essentially necessary that the utmost expedition should be used to acquire this splendid district, which is peculiarly adapted for sheep grazing, and which would be readily taken up by the Wairarapa Settlers, whose flocks are increasing so rapidly that they must shortly have an outlet for them.[75]

He also saw in Te Hapuku, and the other Chiefs willingness to sell land in the Hawkes Bay, the opportunity to open up the Wairarapa.

> The blocks of land offered for sale by the Natives are not extensive, but as the tribes with whom I am negotiating are claimants to large tracts of unoccupied country, extending from Hawke's Bay to the Manawatu and Wairarapa, I am in hopes that the Government may be enabled to carry on purchasing steadily towards these districts.[76]

Receiving instructions that the government fully approved of the preliminary steps he had taken,[77] McLean proceeded to negotiate on the understanding that he was to

> act until further orders under the impression

---

[74] AJHR 1862 C-1 no 2.

[75] AJHR 1862 C-1 no 1.

[76] AJHR 1862 C-1 no 2.

[77] NM 10/10, 11 January 1851, p 685.

> that it is the desire of Government to acquire, consistently with a due regard to the interest of the Natives, as great an extent of land, especially between this and the Wairarapa, as it is possible...to purchase.[78]

For a first instalment of £3,000 approximately 700,000 acres could be purchased. This amounted to scarcely 18 shillings per claimant. McLean believed that the average price of all the purchases, inclusive of Native reserves would be 2 1/2d per acre.[79]

Waipukurau Purchase

The first major purchase in the Hawkes Bay was the Waipukurau block. This block was also known as Te Hapuku's block, because he was the principal chief in this area. Before McLean's arrival Te Hapuku and his people had been leasing, for large sums of money, small spots of land to whaling parties, with whom they carried on a profitable pork and flax trade. In addition to this they supplied the stations with provisions and received during successful seasons, considerable payment for working on the boats and various other employment associated with the fisheries. They were also aware that the Wairarapa Maori were receiving large sums for rents, while retaining the land.[80] Te Hapuku and his people in negotiating the sale, and knowing the value of the land, both for themselves and the incoming settlers, desired £10,000-15,000 for the block.[81]

---

[78] AJHR 1862 C-1 no 3.

[79] AJHR 1862 C-1 no 6.

[80] Te Hapuku himself was receiving a share of those rents, see above, p 11.

[81] AJHR 1862 C-1 no 6.

McLean replied that he was only authorised to offer £3,000. In an effort to break the system of leasing land, and to bargain the price down, he maintained that the land was valueless until settled by Europeans. He went on about the benefits that would accrue to Maori through the introduction of European settlers to reside permanently amongst them. The price of the land, in its present state would be almost valueless to them, he told them, "neither should they attach such importance to the sums they had been adventitiously receiving from whaling and other sources". Instead the value to them would come through having a "numerous English population, who would diffuse wealth and prosperity among them," and create a demand for their labour and production. If they were "disposed to be industrious".[82]

In the end Hapuku settled for £4,800 which McLean advised the colonial secretary they should pay in order to;

> ensure the co-operation of Te Hapuku in purchasing the country from Hawke's Bay to Wairarapa...whose co-operation will be found of great value and importance to the Government.[83]

This advice was followed and on 4 November 1851 approximately 279,000 acres were bought for £4,800. Provisions were made for reserves of an area of approximately 4,379 acres. Reserved out of the deed was a portion at Waipukurau where the Pa was of 212 acres. Tarewa, 2135 acres; Haowhenua, 159 acres; Tukuwaru, 71 acres; Te Tamumu, 824 acres; Oera, 308 acres; Tapu-o-Hinemahanga, 220 acres; Porerere (Pourerere), 448 3/4 acres.

---

82 ibid.

83 ibid.

The deed also included the right of the government to make public roads through the reserves. This was a standard provision that McLean had been instructed to include in all negotiations for the purchase of land. It was of "the highest importance that the power should be reserved to Government of carrying any public roads throughout such reserves", for the benefit of both Maori and European. The Maori were to be distinctly told this at the time of purchase.[84]

£1,800 was paid on the day, the rest to be paid in annual instalments. £1,000 in November 1852, a further £1,000 in November 1853, and the final instalment to be paid in November 1854.[85] McLean described the payment of the first instalment:

> There was a numerous attendance of Natives from different parts of the island, and the utmost care was taken with the assistance and co-operation of the principal Chiefs, to make a fair and impartial distribution of the amount, not only among the several claimants residing in the district but also to those who had arrived from the Wairarapa, Manawatu, and other distant places.[86]

McLean considered the price paid well worth it as not only was Hapuku so grateful for receiving the sum agreed upon, that he offered more land in the Ruataniwha plain in extension of the purchase,[87] but also

> this liberal treatment of Te Hapuku's claim is likely to ensure that Chief's friendly co-operation in purchasing the whole of the country

---

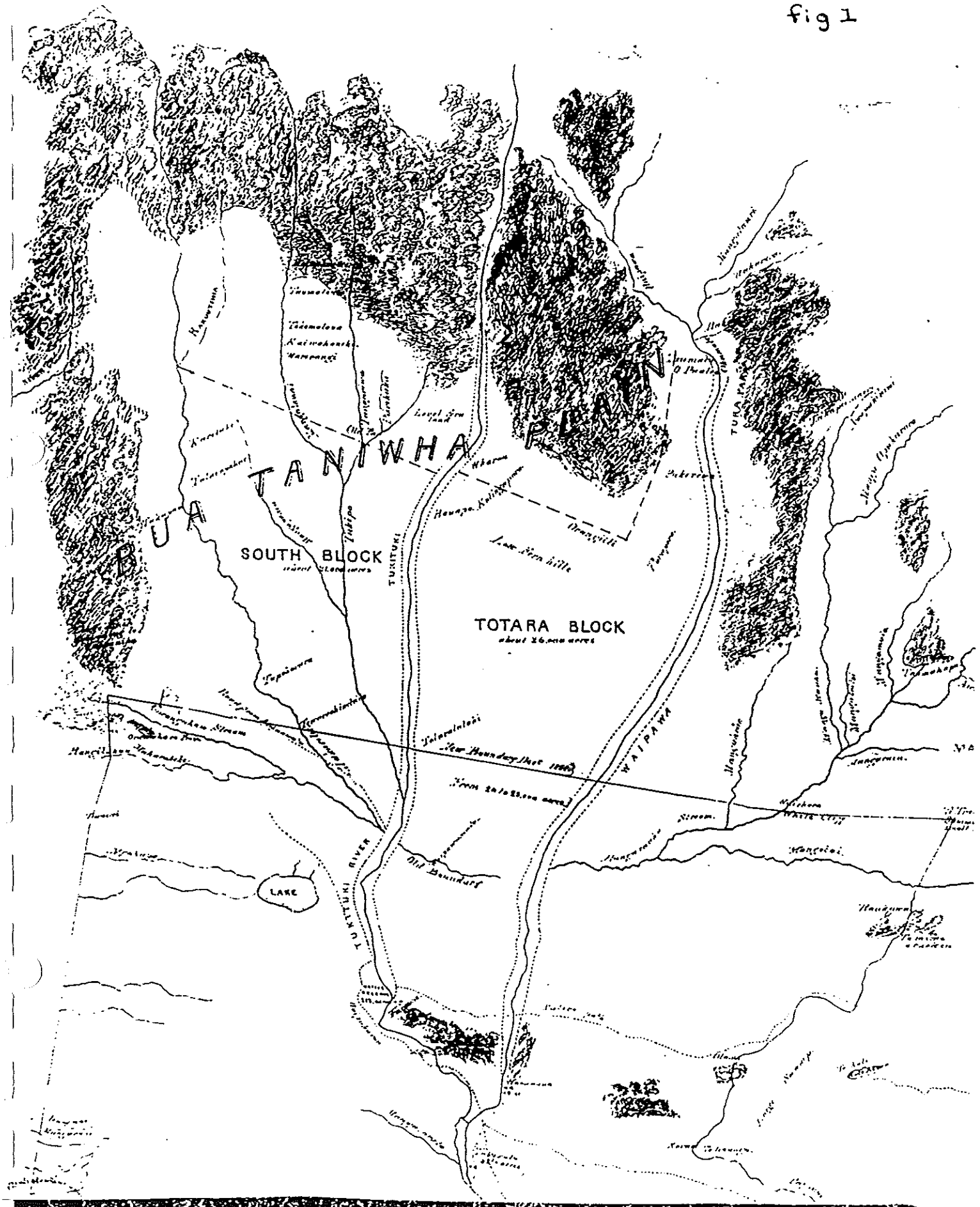
[84] NM 10/9, p 546.

[85] Turton's Deeds, Vol II, p 483.

[86] AJHR 1862 C-1 no 7.

[87] estimated at 20 miles long, by one to two miles wide, AJHR 1862 C-1 no 10; see map H9F1, DOSLI Wellington (fig 1).

fig 1


PUATANIWHA PLAIN
SOUTH BLOCK
TOTARA BLOCK
about 26,000 acres
TUKITUKI
TURAKINA
WAIPAWA
TUNNEL HILL
LAKE
New Boundary (Act 1886)
Old Boundary

> from Hawke's Bay to the Wairarapa, of which district, comprising upwards of three millions of acres, he is allowed to be the most influential and powerful Chief.[88]

Ahuriri Purchase

The second purchase in the district was the Ahuriri Block. The acquisition of this block was very important to McLean, providing as it did the safest harbour on the north-east coast of the island; as well "the land about the harbour would be indispensable for the purpose of a Government settlement." McLean could see that:

> From the desire by several parties...to obtain sheep runs for which this country is peculiarly adapted, I have reason to expect that in a few years a considerable revenue may be realized from the Ahuriri.[89]

On 17 November 1851 McLean completed the purchase of the Ahuriri Block from Tareha, Te Moananui, Paoro Torotoro, Karanama te Nahu and others. Approximately 265,000 acres were bought for £1,500, 1000 of which was paid at the time. The rest, £500, was due on November 1852.[90] However not all were happy with the bargain, McLean wrote that the Tangoio people were discontented, possibly due to them having had little say in the sale.[91]

Reserved out of the deed was the island in Te Whanganui-a-Orotu named Roro-o-Kuri, Wharerangi and Puketitiri. Also reserved was a portion of Mataruahou

---

[88] AJHR 1862 C-1 no 10.

[89] AJHR 1862 C-1 no 3.

[90] Turton's Deeds, Vol II, p 491.

[91] MS 32 McLean Diaries and Notes, Saturday 15 November 1851.

named Pukemokimoki, together with a "small piece of land where the children and family of Tareha are buried during such time as it remains unoccupied by the Europeans." Provision for a landing place for Ngati Kahungunu's canoes was also included in the deed.

McLean reported that Tareha and other chiefs at Ahuriri were also anxious to reserve several portions of valuable land on both sides of the Harbour in order to protect their fishing rights, "these fishing rights so necessary for their subsistence". McLean however objected to their requests offering instead, in return for them relinquishing their claims, a town section for Tareha and public reservations for a church, hospital, market-ground, and landing place for their canoes. He also magnanimously informed them "that every facility would be afforded them of re-purchasing land from the Government".[92]

On 26 February 1853 McLean wrote to the civil secretary reporting:

> I have the honour to report to you for the information of His Excellency the Governor-in-Chief that the second and last instalment of £500 for the Ahuriri District was paid to the Natives on the 8th of January last.[93]

Mohaka Purchase

The third purchase, completed three weeks after the Ahuriri Purchase, was the Mohaka Block, situated between the Mohaka and Waikare Rivers. On 4 December 1851 approximately 85,700 acres were bought for £800.

---

92 AJHR 1862 C-1 no 10.

93 MA series 24/16.

£200 was paid on the day, the remaining £600 was to be divided into three equal instalments of £200 to be paid in November for three consecutive years. Only one portion of the block containing approximately 100 acres and called Te Heruotureia was set aside as a reserve.[94]

On 26 February 1853 McLean reported to the Civil Secretary that "the second instalment of £200 and a further sum of £100 was also paid to the Mohaka Natives on the 19th January receipts for which are also enclosed".[95]

The final £300 was paid on 4 April 1855. The receipt for this also noted that £300 had been received in January 1853.[96]

Before leaving the district at the end of 1851 McLean could have congratulated himself upon a job well done for the government. For an initial outlay of £3,000 "the most valuable and extensive grazing and agricultural districts in the North Island had been purchased for the Crown." Settlers were arriving with their flocks and herds to occupy the interior plains well suited for sheep grazing. Progress was being made in laying off a town at the Ahuriri Harbour and negotiations for the purchase of additional tracts of land, extending from Hawkes Bay to Wairarapa, were under way.[97]

---

[94] Turton's Deeds, Vol II, p 492.

[95] MA 24/16.

[96] Turton's Deeds, Vol II, p 496.

[97] AJHR 1862 C-1 no 10.

Land purchases in the Wairarapa

With the three purchases in the Hawkes Bay, and the Wairarapa squatters moving there, McLean was in a better bargaining position for purchasing land from the Wairarapa Maori. On 29 December 1851 McLean advised the colonial secretary that he had made preliminary arrangements for the purchase of additional tracts of country, extending from Hawkes Bay to Wairarapa.[98] A memorandum on 6 January 1852 explained further that McLean had received several letters from Maori in reference to the sale of a block from "Hawkes Bay to the Whareamu river south of Castle Point", covering eighty miles of coast and extending inland to the Tararua and Ruahine ranges.[99] He asked for authority to negotiate the purchase and submitted that it would be advisable for the Government to purchase this block in order to eventually lead to the purchase of the Wairarapa valley. As Bagnall says "circumstance or fortune gave McLean the chance to break into the Wairarapa at Castlepoint".[100] On 22 June 1853 the purchase deed was signed by Wiremu te Potangoroa and some 300 men, women and children.[101] In return for £2500 "the Chiefs and people of Ngati Kahungunu" agreed to "sell and entirely cede" 275,000 acres. £1,000 was paid at the time, the rest to be paid in instalments of £1,000 in May 1854 and £500 in May 1855. However both payments were made in January 1855.

The block included the coast between the Waimata

---

98 AJHR 1862 C-1 no 10.

99 AJHR 1862 C-1 no 11.

100 Bagnall, p 97.

101 Turton's Deeds, Vol II, p 261.

Stream and the Whareama River reaching as far inland as the Whangaehu and Ihuraua. Reserved out of the deed for Kahungunu were:

1. Ngatahuna
2. Waitutu
3. Takapuae
4. Porotawao
5. Whakataki
6. Waihiharori
7. Akitio Taurangawaio
8. Mataikona

Also included was one little fishing place for the Maori at Waimimiha and another small place at Puketewai. "The whole operation was an outstanding success for McLean, marred technically only by his failure to ensure that Te Hapuku, the paramount chief, was present".[102] A mistake McLean was not to repeat in further purchases.

However of the reserves, Porotawao, Puketewai and Whakataki were all bought by McLean on 9 January 1855. Porotawao and Puketewai for £50 each. Whakataki, an area of 7,000 acres, for £200. According to the deed Whakataki was sold in order that the native custom relative to that piece of land would be extinguished, enabling the Maori to then purchase their own land back in "suitable pieces".[103] This was part of McLean's policy of integration, where Maori were encouraged to select and hold land under individual Crown grants, in the blocks which they had sold.[104] According to Ann Parsonson, McLean's aim was to extinguish the native title to Maori land, to ensure that Maori held their land only of the Crown, and that the profits of their sales were largely consumed in

---

102 Bagnall, p 98.

103 Turton's Deeds, Vol II, p 321.

104 Bagnall, p 203.

their purchases of land from the Crown.[105]

On the same day the reserves were bought J Sutherland's homestead at Mataikona was also bought.[106] And in a report on the McLean purchases Samuel Williams remarked that the Akitio Reserve, "at the mouth of the river", had been purchased on 13 February 1855 from Te Hapuku and Hori Niania "without any reference to the occupants for whom the reserve had been made". Williams went on to say that the dispute that subsequently arose over the sale nearly led to the loss of life.[107]

Following the Castle Point purchase a "vigorous effort was made by the Government to obtain land" in the rest of the Wairarapa.[108] While McLean was still at Castlepoint, Grey himself decided to take an active part in the negotiations. On 18 August he left Wellington for the Wairarapa to "use his considerable mana to tip the scales".[109] The first purchase was McMaster's run at Tuhitarata on 25 August, where 40 acres were purchased for £15. A "modest pawn with which Kahungunu were persuaded to open the game."[110] More important however was the purchase by McLean of the 200,000 acres of the Western Lake Block on 1 September. A letter from McLean on the following day testified to the role Grey had played in the

---

[105] Ann Parsonson, 'The Purchase of Maori Land in Taranaki', (WAI 143 A1:61-62).

[106] Turton's Deeds, Vol II, p 322.

[107] 'Remarks by Samuel Williams upon McLean's purchases in Hawkes Bay, 1851-54', undated, McLean Papers MS 32 Folder 3A; Deed Receipts no 2, Turton's Deeds, p 577.

[108] AJHR 1874 G-4.

[109] Bagnall, p 99.

[110] ibid.

negotiations.[111]

The 200,000 acre block, bounded on the north-east by the Wairarapa Lake and on the south-west by Turakirae and Orongorongo, was bought for £2,000. A first instalment of £1,000 was paid on the day, £500 May 1854 and £500 May 1855.

The reserves were:

1. Patungaamatangi, which was subsequently sold on 14 December 1853 for £400.[112]
2. Waiorongomai a forest of 400 acres, sold by Raniera to McLean on 22 December 1854.[113]
3. Motuopaka
4. Hinakitaka - for Ngati Tama
5. The right of eel fishing in such places as may not be drained by the Europeans.

Six days later, on 7 September, McLean reported that he had concluded the purchase of the lower portion of the Wairarapa valley.[114] The day before he had obtained the signatures to a block of 120,000 acres on the eastern shores of Lake Wairarapa. This purchase included the home stations and runs of several squatters. It extended inland from the coast about seven miles, was bounded by the Aorangi mountains on the east, the lake on the west, and by the Paharakeki stream inland. The sea formed the boundary on the coast. The price was £1,100 of which £700 was paid on the day. He arranged for the second and last

---

[111] AJHR 1861 C-1 no 18; see also no 28, "...Sir George Grey spared no personal effort to accomplish this...which was in a great measure effected by his counsel and presence".

[112] Turton's Deeds, Vol II, p 290; MA-MT 6/22, Map of Lake Wairarapa; see also New Zealand Votes and Proceedings of the House of Representatives, sess I, 1854, which lists it as Tamihana, part of Block No. I and approximately 7,000 acres.

[113] Turton's Deeds, Vol II, p 294.

[114] AJHR 1861 C-1 no 21.

instalments to be paid in May 1855.[115]

In his report McLean mentioned that the chief Raniera had been readily induced to relinquish his claim to the district in exchange for a Crown grant to a block of land some 1,400 acres. McLean thought Raniera was more than entitled to it considering he had surrendered his rights to the ferry, which yielded him a rent of £12 per annum and granted eighty acres of land for an accompanying reserve.

He also reported that "the reserves within the purchase are pretty well defined by natural boundaries" They still needed to be surveyed and marked off as soon as possible but McLean did not think that this should delay the settlers from selecting and purchasing their homesteads and runs. As well McLean recommended that a hundred feet thoroughfare, to allow for the overflowing of the river, should be reserved on the right and left banks of the Turanganui river "to afford the Natives free access to their several cultivations on the banks of the river..."[116]

McLean's next purchase was on 10 September for the Tuhitarata Block of 40,000 acres. McLean first estimated this block at 95,000 acres.[117] The "lowest price" McLean could get this block for was £1,000 of which £300 was paid on the day. This block contained McMaster's run, who was also a witness to the purchase.[118]

---

[115] see also New Zealand Votes and Proceedings of the House of Representatives, sess I, 1854.

[116] AJHR 1861 C-1 no 21.

[117] ibid, no 22.

[118] Turton's Deeds, Vol II, p 268.

McLean's next task proved to be the most difficult, that of "using every exertion" to persuade the chiefs Ngatuere and Manihera to sell their land. They were part of the "old chiefs" who were opposed to selling, preferring instead to lease their land. Ngatuere especially was reported to be fighting hard to hold on to his land, but McLean expected that his opposition would be exhausted any day, enabling them to "gain some ground".[119] On 17 September he wrote to Grey stating "that after a very obstinate persistance on the part of Ngatuere and his followers" he had "at last succeeded in getting a very fair block of land". It had been a "matter of some difficulty" but Manihera and the other chiefs who had "already disposed of their land helped" him "very much".[120] He reported the purchase of what was later identified as the Tauherenikau No. 4 Block to the civil secretary on 22 September.[121] McLean estimated the block at 300,000 acres but it was closer to 430,000 acres.[122] About 40,000 acres were situated in the Wairarapa valley, on the north-west of the Wairarapa lake, the larger block extended across the Tararua Ranges to Otaki. The block within the valley was reported to be well supplied with wood and water with "fine rich soil" around the Waiohine and the slopes of the Tararua. McLean had no doubt that it would become an eligible site for an agricultural settlement.

The price was £2,000, with £1,000 being paid on the 19

---

[119] McLean to Grey, 14 September 1853, McLean Papers MS 32 Folder 4; Bagnall, p 101.

[120] McLean to Grey, 17 September 1853, McLean Papers MS 32 Folder 4.

[121] AJHR 1861 C-1 no 24; Turton's Deeds, p 270.

[122] Turton's Deeds; NZ Votes & Proceedings, 1854 - spelt 'Tauwharenikau'.

September, the rest in five yearly instalments of £200. McLean reported that he had experienced great difficulty in getting it for this price, although he told the chiefs that he considered even this price too high. For this price, he told them, "they must give an additional block of land which they agree to do sooner than I should be subject to blame for giving too much".[123] The purchase of this block, along with several others, was completed with the aid of a provision requiring that five per cent of the proceeds on the resale of the land be returned to the Maori. More will be said on this later.

Dotted between the negotiations for the larger, more important blocks, were the smaller homestead purchases. Captain Smith's was purchased on the 16 September. Eight hundred acres for £100. This was followed by Morrison's, Gillies', Burling's, Collin's and Blacksmith's.

The next important task for McLean was the settlement of Barton's run. Barton had taken a sheep run on the south-east coast for a rental of £12 per annum. In 1845 Te Wereta, the principal chief on the coast, and who had never been happy about Barton's occupation, was forced along with 12 others, to cede about 80,000 acres at Maungaroa by one of the protector of aborigines, T S Forsaith, in return for some property taken from Barton.[124] Te Wereta and the rest had objected to these terms but had been threatened by Forsaith that "they might expect a messenger of a very different character, one who would offer no terms, but would proceed to inflict the punishment the law

---

[123] McLean to Grey, 17 September 1853, McLean Papers MS 32 Folder 4.

[124] see Turton's Deeds, p 260.

prescribed".[125] Te Wereta was never happy with the cession, neither were the rest of the Maori who had claim to the block and who had not been involved in the altercation. The result was a long drawn out series of correspondence with the government.[126]

McLean in reporting on the events in early September 1853 felt that Barton was more than to blame having put himself at risk in such a situation. He regretted that the government had been in any way a party to these proceedings, but considered that since they had been sanctioned by Major Richmond, the superintendent for the southern provinces, the government was duty bound to follow it through. To reach a kind of compromise McLean proposed that the Maori should add an additional tract of land to the run occupied by Barton, he would then feel authorised to make a payment for the whole district, which would remunerate those who had not been a party to the original cession. To this Te Wereta, Te Hapuku and others finally agreed and on 25 October 1853 signed a deed for £1,000. £300 was paid on the day, £300 to be paid May 1854 and the rest May 1855. About ten acres was to be reserved at Opauawe as a village for them, along with another place at Whawhanui for their cultivations.[127] Whawhanui was subsequently sold on 27 February 1862 for £80.[128]

According to Bagnall, McLean's handling in this matter assured the sale of the coastal blocks.[129] In quick

---

125 AJHR 1861 C-1 no 19.

126 see for example NM 10/10 pp 238, 239, 301.

127 Turton's Deeds, p 275.

128 Turton's Deeds, p 369.

129 Bagnall, p 103.

succession the Pahaua block was bought on 29 October. The Whareama came in four blocks on 1 November (38,000 acres), 2 December (100,000 acres), 9 December (25,000 acres) and 12 December (25,000 acres).

The "tempo of acquisition" was maintained with the purchase of Waihora (12,000 acres) on 28 November. The Manawatu block, 100,000 acres in the North Wairarapa, on 10 December, for £800. £300 had been paid previously on 19 October, £200 on 9 December, the remaining £300 on the day.[130]

Upokongaruru was completed in two sales on 29 October from Wiremu Kingi, Te Hapuku, Te Wereta and others (£487) and 10 December from Te Kaninamu, Wiremu Katene and others (£200).[131]

Makoura on 10 December (300 acres) and Kohangawareware on 11 January 1854 (150,000 acres) ensured the site of Masterton.[132]

Kuratawhiti was purchased in two blocks on 14 December. The first from Te Waka for £120, the second from Manihera for £100. The final amount to be paid was to be determined once the extent of land had been ascertained.[133] At the time of purchase it was estimated at 2000 acres.[134]

---

[130] Turton's Deeds, p 283.

[131] ibid, p 285.

[132] Bagnall, p 104; Turton's Deeds, pp 285, 309.

[133] Turton's Deeds, pp 291-292; a further £50 was received by Te Waka on 30 November 1854, although the deed receipt was not signed until 8 January 1856 in Wellington. No further mention is made of the extent of land, Turton's Deeds, p 460.

[134] NZ Votes & Proceedings, sess I, 1854.

The purchase of Owhanga on 23 December for £1,000 secured the site of Featherston and suburban lands for the small farming association. Approximately 18,000 acres, this purchase included a reserve at the entrance to the Wairarapa road, previously made for Manihera out of the Turakirae, or block no. 1, west side of Lake purchase.[135]

Land east of Kaiwhata was bought on 27 December for £200 from Te Wereta and four others. On 11 January 1855 a further £50 was paid. At the same time four reserves were made and, in return for £20, an additional piece of land was sold.

Te Awaiti and part of Pahaua was the next major purchase on 3 January 1854. 1000 acres for £1,500. £600 was paid on the day, £450 in January 1855, the remaining £450 to be paid in January 1856.[136]

Some time in late 1853[137] McLean had pointed out that the Wharekaka Plains and the runs occupied by Smith, Northwood, Bidwell, Morrison, Donald and part of Collins' still remained unpurchased. Most of these he thought could be acquired "either now or in May next" if the necessary funds were supplied. It was essential these lands be purchased as;

> these portions comprise the land for which the Natives have been receiving the highest amounts of rent and it is most desirable even on that account that their title should be as speedily extinguished as possible.[138]

---

[135] Turton's Deeds, p 295; NZ Votes & Proceedings, 1854; AJHR 1861 C-1 no 27; MA-MT 6/22, Map of Lake Wairarapa.

[136] Turton's Deeds, p 299.

[137] Bagnall says early December, p 104.

[138] McLean to Bell, 1853, McLean Papers MS 32 Folder 4.

Gillies' homestead at Otaraia and Northwood's homestead were both purchased in December 1853 for £100 each. Part of W M Smith's in January. The Wharekaka plains (40,000 acres) on 4 January 1854 for £2,000. The five per cent was to be paid on this block also. As well a 1,000 acres reserve was to be made for Manihera.[139] On the same day Ahiaruhe (5,000 acres) was bought for £500.

On 7 January McLean extinguished the claims Te Ati Awa, Ngati Tama and Ngati Toa to Wairarapa for £700.

On 18 January Kemp, on behalf of McLean, bought the Awhea block, 15,000 acres for £400. The reserves out of this block were to be settled by McLean, when he returned from Auckland.[140]

Bagnall estimates that for the 1853/January 1854 period roughly 1,500,000 acres were purchased for £14,000.[141] McLean could report before he left for Auckland that "almost all the lands which those Chiefs were prepared to sell have been acquired, excepting some portions in Hawke's Bay which I expect to purchase in a day or two".[142]

By December 1854 McLean was back in the Wairarapa where through out December 1854/January 1855 a "micro-wave of lesser purchases and tidying-up operations" were under taken.[143] Maramamau was purchased on 4 December, 5,000 acres for £700. Part of Bidwell's run

---

139 Turton's Deeds, p 302.

140 Turton's Deeds, p 310.

141 Bagnall, p 105.

142 AJHR 1861 C-1, enclosure 2 to no 28.

143 Bagnall, p 105.

at Kahutara was secured on 5 December, 15,500 for £650. Kuripuni on 23 December, 300 acres for £150. Part of Smith's run at Paeroa was completed on 27 December, 2,500 acres for £500, 200 of which had been paid in Wellington exactly a year before. Te Karamu and Taratahi were secured on 27 and 28 December respectively, altogether 60,000 acres for £1,400. An additional piece of 150 acres was added to Kuratawhiti on 24 January.

Given the speed with which McLean worked it is perhaps no surprise that many of these purchases were later subject to numerous disputes regarding boundaries, money, etc. Things were not helped by what Bagnall has called "McLean's policy of deliberate procrastination" in defining boundaries at the time of purchase.[144] The finer details were to be left to his staff, who subsequently spent much time in adjustment and reconcilation.

During the years 1855-57 G S Cooper was the district commissioner but he appears to have only periodically visited Wairarapa, being detained in the Hawkes Bay by "more important and pressing duties". No actual purchases of land were undertaken by him during this time, beyond the payment of instalments due on land already sold.[145] In August of 1855 he paid £100 on Kopuaranga (Te Oreore), £100 on the "last piece of land on the seaward side of Wainuioru" (2,500 acres) and completed the purchase of Te Whiti for which McLean had paid Ihaia te Makamairu, Kenehi and Henare Waimarama £100 in Wellington on 9 December 1853. The boundaries for this block were to be extended until

---

144 ibid.

145 AJHR 1861 C-1 no 82.

they included 640 acres.[146]

In September he was instructed not to engage in any fresh purchases of land until he had made a full report to McLean. Instead he was told to confine his operations to the final adjustments of the boundaries of McLean's old purchases before embarking on any new purchases.[147] He spent the rest of his time in Wairarapa "paying instalments, settling a few questions and more frequently staving off others, 'examining boundaries and doing a thousand and one things which crowd so upon one when you are amongst the Natives'".[148]

In January 1856 two further blocks were purchased by McLean while he was still in Wellington, Ahikauru (300 acres) and Aranga te Kura (505 acres). The same carelessness to detail which had attended his earlier purchases was displayed here. The "final arrangements" for the Ahikauru block were to be made when Cooper returned to Wairarapa, at which time, if the land was found to be "extensive", the price would be raised.[149] In the event it was W N Searancke who made the final arrangements, when a further £30 was paid on 7 June 1858.[150] Searancke estimated the block at 500 acres.[151]

In September 1855 McLean had warned Cooper to use caution when purchasing land, where the title was in

---

146 Turton's Deeds, pp 324-326.

147 AJHR 1861 C-1 no 33.

148 Bagnall, p 105.

149 Turton's Deeds, p 328.

150 ibid, p 335.

151 AJHR 1861 C-1 no 45.

dispute, "or a difference of opinion exists on the minds of the Native owners" and not to enter into negotiations for the purchase, "until such differences have been amicably settled between the parties concerned".[152] The Aranga te Kura block, which McLean had bought for £60 and a promise of a reserve for Matiaha, became the object of dispute, with Te Waka Tatuahi and others claiming it as theirs and refusing to move. Searancke, writing in February 1860, could only wait for McLean's arrival in the Wairarapa to settle the question.[153] On 15 January 1862 McLean "settled" it by paying an extra £20 to Te Waka.[154]

W N Searancke became district land commissioner in 1858. An old New Zealand Company surveyor and negotiator,[155] he managed to acquire "fresh blocks of land" at the same time as settling the "numberless questions of boundaries, of reserves, and claims of payment to be met".[156] One of his first purchases was Whangehu (450 acres) for £100 which he signed on behalf of McLean on 24 March 1858.[157] On 31 May 1858 he reported that in the Wairarapa valley and its adjacent country only Maungaraki remained to be purchased. The rest had been "alienated by the aboriginal owners to the Crown".[158] In the upper valley he was negotiating for the Manaia block, the Tirohanga block and the Rangitumau block. By July,

---

152 AJHR 1861 C-1 no 35.

153 AJHR 1861 C-1 no 60.

154 Turton's Deeds, p 468.

155 Bagnall, p 106.

156 AJHR 1861 C-1 no 82.

157 Turton's Deeds, p 330.

158 AJHR 1861 C-1 no 44.

besides settling disputes and final payments on previous purchases, he had purchased the Tirohanga (1,950 acres) for £160, Manaia (5,500 acres) for £550, Te Kiwakairo (600 acres) for £50, and Whangaehu (450 acres) for £100. As well he had made advances for Maungaraki (£10 for Hoera), Te Ahi Tunu Manawa (£80 for Manihera), Ngaawapurua (Seventy-mile bush, £100 for the Rangitane tribe and £50 for Ngati Raukawa) and Matapihi (£100).[159]

By February 1859 Searancke had completed the purchases for Tupurupuru (25,000 acres) for £1890, Whaiao (5,000 acres) for £280, Tupapokia (2,000 acres) for £50 and Te Kopi (2,600 acres) for £150. All four together constituted one large block of approximately 34,600 acres, for which £2370 had been paid. Tupapokia was in substitute for the Whakakariti block which had been sold by Raharuhi and Raniera on 23 June 1858 for £20, and then subsequently discovered by Searancke to have been included in a sale of land by Wiremu Kingi and others. In return Raharuhi sold the Tupapokia block for an additional £30, while the deed for the Whakakariti block was suppose to be cancelled.[160] Bidwell's homestead at Pihautea had also been purchased, (518 acres) for £100.[161]

Cooper in October 1855 had reported that Ngati Kahungunu were not prepared to sell Tupurupuru or Maungaraki.[162] On 4 February 1859 Searancke completed the purchase of the Maungaraki block. £200 pounds had been advanced in February 1855 by McLean, Searancke

---

159 AJHR 1861 C-1 no 45.

160 AJHR 1861 C-1 no 43, although it is still included in Turton's, p 466, as Waikakariki.

161 Turton's, p 344.

162 Bagnall, p 106.

now paid an extra £200 to settle the "considerable difficulty" existing "amongst the owners as to who was entitled to the balance". They in their turn considerably extended the boundaries on the south side.[163]

Although McLean's visits to the Wairarapa were becoming increasingly infrequent,[164] he still managed to pay a few advances and purchase more land on the rare occasions he was there. On 7 October 1859 he purchased the Makuri block (275,000 acres) for £350, of which £60 had been paid in advance on 9 January 1855 and £50 on 12 March 1858 by McLean.[165] Iharaua, or the forty-mile bush was next, 25,000 acres for £650 and a reserve of 21 acres for Karamana on 12 October 1859. £50 was paid to Te Hiriwanu and Rangitane by Searancke in 1860 "for their claims on lands sold by the Ngatikahungunu in the Forty-mile bush".[166]

On 1 November 1859 it was again Searancke's turn with Hikurangi and Awatoetoe (530 acres) for £100. The following day he completed the purchase for Waikaraka (14,000 acres) for £600, of which £100 had been paid by McLean in Wellington in December 1854.

Through out the 1858/59 period the purchase of land in the Wairarapa had been "numerous", and adjacent to the 1853-55 purchases, but not extensive. Not even the Maori King movement, "whose principles" had "taken a fatal hold on the imagination of the Wairarapa" Maori had stopped the sale of land. The "immediate

---

163 AJHR 1861 C-1 no 43.

164 Bagnall, p 106.

165 Turton's Deeds, pp 453 & 465.

166 AJHR 1861 C-1 no 70.

necessities, combined with the heavy liabilties" of the Maori compelled them to sell their land.[167]

In April Searancke reported he had completed the purchase on a number of blocks. Kaparinu, "a long strip of excellent land, situated between the boundary of the Atuariha [Ahiaruhe] block and the Ruamahanga river" of about 1,200 acres and "valuable to the settlers in the neighbourhood for the timber", was bought for £100.[168] Tupapakurua and Korakonui (3,500 acres), for which £100 had been paid in advance in February 1859 was completed on 31 January 1860 for a further £500. Otahuao "a small block of good pastoral land adjoining the Te Ore Ore plain" (3,00 acres), was completed on 27 March 1860 for £200. £200 had been paid in December 1854. On the Matapihi-Rangitumau block (8,000 acres) for which he had made an advance of £100 in June 1858, an extra £355 was paid on 28 March 1860 as "the final and full consideration on this block". The Te Whanga block, "a small block of land to the North of the Tepurapura block, of good pastoral quality", (3,800 acres) for £200, was "a valuable addition" for the district, on 29 March.[169]

In addition to completing those purchases he had paid an advance of £100 on Kararau, "a small block, comprising about 4,000 acres adjoining the Waimaori block", and £20 on Makara (8,000 acres). Searancke reported that the purchase on Makara could not be completed before survey. However a final payment was made on 17 January 1862 by McLean for £320, even

---

[167] AJHR 1861 C-1 no 61.

[168] AJHR 1861 C-1 no 64; Turton's Deeds, p 359, where it is listed as Raparimu.

[169] AJHR 1861 C-1 no 64.

though the survey had not been completed.[170] An extra £60 had already been paid in January 1856.[171]

Ten days later, on 27 January 1862, McLean completed the purchase of Arama Karaka's land at Pahaua (3,900 acres) for £275, £100 which had been paid on 17 January 1856.[172] In reporting their completion, McLean stated that the significance of this and the previous purchase was that they had been acquired from leading members of the King movement, in the Wairarapa, thus weakening both opposition to the sale of land and the influence of the movement.[173]

On 21 January he purchased the Taheke block for £300, £150 of which had been paid to Te Manihera at Ahuriri in 1859. This block, estimated at 3,000 acres, was situated on the Ruamahanga at its confluence with the lake and was valuable for pastoral purposes. McLean reported that its purchase had settled many disputed claims amongst its owners. Three reserves of 100 acres each were to be made for three of the sellers.[174]

An additional block of 740 acres was bought at Te Whiti on 12 February to settle disputes arising from the previous purchase. That purchase, according to McLean, had rendered this block virtually valueless to the Maori while its "fine Totara timber" made it valuable to the European.

---

170 AJHR 1862 C-1, p 358.

171 Turton's Deeds, p 366.

172 Turton's Deeds, p 367.

173 AJHR 1862 C-1, p 359.

174 ibid; Turton's Deeds, p 469.

The next set of purchases in Turton's Deeds, between January 1863 and April 1864, were completed by Issac Earl Featherston, superintendent of the Wairarapa Province from July 1853 till March 1871, and apparently land purchase commissioner during part of that time at least.[175] These included Tauheru, Kahutara Bush, Otumaunga, Te Kohutu, Whangaehu, Kopuaranga and Pouawatea. It is hard to tell from Turton's, without an accompaning land purchase commissioner's report, which are new purchases and which are instalments or advances. For example, according to the deeds in Turton's, Kopuaranga, Wainuioru and Te Whiti all appear to have been purchased by Cooper in 1855, yet Searancke said during that time Cooper completed no new purchases beyond the payment of instalments due on land already sold.[176] Tauheru appears to be a final payment, in 1861 Searancke reported he had paid advances on both the upper and lower Tauheru blocks,[177] the others new ones. Te Kohutu and Whangaehu both have copies of the governor's consent for conveyance attached to them.

In August 1864 Cooper completed the purchase of Kumurau (12,000 acres) for £303, of which £103 had previously been paid by McLean, and Motukaitutae, (4,000 acres) for £100.

The consequences of the land sales

By 1860 the extent of land sold was such that Searancke was reporting that the leading chiefs in the lower valley of the Wairarapa had "sold nearly the whole of their available land" and were "now in a

---

175 Turton's Deeds, pp 370-378.

176 Turton's Deeds, pp 324-327; AJHR 1861 C-1 no 82.

177 AJHR 1861 C-1 no 82.

helpless state of debt and poverty". He put their willingness to sell down to;

> The fact of their being a broken tribe prepared them to welcome European settlers among them, and subsequently fearful that the Government would remove them, consented to the alienation of their lands by sale to the Crown.[178]

Which hardly suggests a willing seller, willing buyer situation. There seems to be some support for this view. Ngairo had said that he had "first sold land for compensation for those of his tribe who had been slain in battle by the Natives of the West Coast".[179] But in that case the question is raised, what was the Crown's obligation to ensure that they did not "purchase from them any Territory the retention of which by them would be essential, or highly conducive, to their own comfort, safety or subsistence"?[180]

Searancke was inclined to the view that their "state of debt and poverty" was as a result of their own "Native jealousy and other causes". The payment for most of these lands extended over a number of years and Searancke believed that if it had been left to the government to control the Maori expenditure this system would have enabled the Maori to "establish themselves comfortably and lay the foundation of future wealth and prosperity".

That at least was the justification for the deferred system of payment. A more likely explanation for this method was the amount of money the government had at

---

[178] AJHR 1860 C-3.

[179] MA 13/96a Wairarapa Five Per Cents, 'Notes of Mr Kemp's Meeting to pay 5 per cents, 1870'.

[180] Lord Normanby's Instructions, 14 August 1839, reproduced in the Orakei Report (1987) pp 137-140.

its disposal. McLean in reporting the purchase of the east side of the Lake on 6 September 1853 had stated that he had paid £700 on the day of purchase and arranged for the second and last instaments to be paid in May 1855 "as there must be considerable outlay for land purchases this year".[181] Featherstone in 1854 noted that one of the great difficulties which had previously stood in the way of purchasing land had been "the want of funds on the part of the Government".[182]

In fact the deferred system of payments for land appeared to have the direct opposite effect than that intended. It had led, according to Searancke, to "an incessant craving desire not only to sell their lands still in their hands but also to keep a constant agitation over the lands formerly sold in order to obtain from the Government renewed supplies of money for wasteful proposes which they appear to think they are entitled to." Instead of investing their money and living off the interest they had lived off the capital on the belief they had a boundless supply of land to dispose off. They had also easily obtained credit from storekeepers and others on this belief. When the land ran out so did their credit.

Searancke also noted that of the lands not sold by the Maori, nearly the whole of them were let to Europeans and were producing a large rental per annum. These rents were generally received by those who had not participated in the land sale of 1853-54. A fact probably not missed by those who had sold. By 1860 many were starting to complain that they had

---

181 AJHR 1861 C-1 no 21.

182 AJHR 1861 C-1 enclosure 1 to no 28.

"foolishly sold at too low a price".[183] It was also noted that it was "Mr McLean who invariably fixed the price for each block and not the sellers."[184] Searancke reported that a "few, principally those with small or doubtful claims, are now headed by Te Manihera, a Chief of some influence, to oppose any further alienation of land to the Crown".[185]

McLean, in order to retain their "influence and services", proposed that annuities of between £20-50 should be settled on some of the leading chiefs, justifying it by appointing them assessors. Te Manihera was to receive a pension of £50 a year to "ensure the services of an active and intelligent assessor...and permanently attach him to the Govt". He was also to receive "pecuniary aid" in the matter of his debts in order to "secure his influence and co-operation".[186]

In 1862 McLean, when reporting the purchase of various blocks, also reported the various payments of money to Natives, some to settle claims, others for services rendered. These included:

£30 to Mitai Poneke on the Tuhitarata block, "this sum may be considered more in the light of a present than a payment, and is made in consideration of the recipient Mitai Poneke, an old and influential Chief not receiving any portion of the last instalment, made in 1858".

---

[183] AJHR 1860 C-3; MA 13/96a.

[184] Nikawera, 'Notes of Mr Kemp's Meeting', MA 13/96a.

[185] AJHR 1860 C-3.

[186] Memorandum to the colonial secretary from McLean, 10 March 1862, MA 13/96a, 'Notes & copies of letters of Chief Land Pur Commr re Wairarapa Reserves & land adjustments'.

£10 to Anaru Takokairangi on the Papawhakarau block, "this is a small payment, which it was considered politic to make on some land at the head of the valley, to meet claims made by some Natives who were not present at the sale".

£100 to Ngairo, "this sum was with held from Ngairo, in consequence of an attempt by him to sell lands which had been already purchased; his subsequent good conduct in connection with all sales of land conducted by him induced me to pay him this amount".

£20 to Retimana Tekoroa for "assistance in settling disputes. This sum was paid to an influential old Chief at the head of the Valley, who had done good service in resisting encroachments on European boundaries, and in pointing out those boundaries when required".

£6 to Wiremu Mahupuku for "labour and assistance in settling disputes. Very valuable assistance was afforded by this Native in the settlement of various claims, and by his endeavours to adjust the differences existing on Werita's Pahaua's Block".[187]

The Wairarapa Five Per Cents

Searancke in his 1860 report also stated that an important question requiring consideration was the Wairarapa five per cents.[188] In order to persuade those Wairarapa Maori who had been reluctant to sell land, an agreement was reached between them and McLean, with the sanction of Grey, that in return for "sacrificing" the rents they had previously enjoyed,

---

187 AJHR 1862 C-1, pp 361-362.

188 AJHR 1860 C-3.

they would receive five per cent of the proceeds on the resale of the land of certain blocks.[189] These blocks were:

Turakirae (West side of Lake)
Turanganui (East side of Lake)
Tuhitarata (McMasters's run)
Wharekaka and Puhangina (lower valley)
Moroa and Tauherenikau
Whareama No. 1
Whareama No. 2
Pahaua
Manawatu
Makoura

The proceeds from the five per cents were to be used for building schools, hospitals and flour mills for the benefit of the Maori, as well as for "certain annuities" for the chiefs.[190] The governor and the Maori were between them to agree how the proceeds were to be used for schools, mills, etc but it was entirely up to the governor, or an officer acting for him, as to whom, at what periods, and how the annuities to the chiefs were to be distributed.[191]

In fulfilment of the deed agreement, an account was entered at the Treasury, by which five per cent of the proceeds, after deducting the surveys and other expenses connected with laying off the land, was carried to the credit of a separate trust fund.[192] The trust fund was transferred from Treasury to the Public Trust in 1878.[193]

There was no set time for the payments. It was not

---

189 AJHR 1874 G-4.

190 Turton's Deeds, Vol II, p 268.

191 AJHR 1861 C-1 no 18.

192 AJHR 1874 G-4.

193 MA 13/96a.

until after 1870 that it was decided to make payments as they accrued every three or five years.[194] In the meantime nearly every report to the government on the subject commented on the dissatisfaction felt by the Maori.[195]

Much of the dissatisfaction was due to the length of time between the signing of the deeds and payment of the five per cents. Maori had been agitating for at least a decade before H T Kemp was ordered in 1870 to make payment the sum of £2000.[196] The government hoped that Kemp's "intimate knowledge" of the Wairarapa natives would enable him to bring this "long pending question to a satisfactory and final conclusion".[197] However there was not much hope of that. Many had been led to believe that a much larger amount was due out of the land sales. By 30 June 1869 £3170 had accumulated against the five per cent fund, but of this £1230 had been advanced over the years for mills, schools, presents for chiefs, and as a contribution towards the salary of a medical officer, leaving a balance of £1940, which Kemp was now attempting to pay. This led to serious complaints about the deductions.

The problem was that although the deeds stated that they were to come out of the proceeds, McLean had warned, in 1863, that the Maori would not understand the deductions of any charges except those for survey

---

194 H T Kemp to H Halse, 16 November 1870, MA 13/96a.

195 see for example AJHR 1860 C-3, W N Searancke to Donald McLean; MA 13/96a, H T Kemp to H Halse; AJHR 1874 G-4, Major Heaphy to the native minister.

196 MA 13/96a.

197 ibid, Halse to Kemp, 21 October 1870.

costs.[198] Some seemed to have understood this,[199] others did not. They were under the impression that they would be provided with mills as well as receive 5% of the proceeds. Kemp explained that the Maori understood the mills to have been gifts from the government, "as an especial acknowledgment for the willing manner in which, at the request of Sir George Grey they had while enjoying a large annual rental, relinquished that income for the Public good, and transferred the land to the hands of the Crown".[200] Francis Dillion Bell was clear that the Papawai Mill, at least, was a gift from Grey, "as some acknowledgement of the good will evinced by the Wairarapa Natives in ceding such large tracts of country suddenly after so many years refusal".[201] A letter from the colonial secretary in 1855 shows this to be the case, "the expense of [erecting the Papawai mill] being considered a part of the purchase money of the Wairarapa District, and charged against the land fund of the Province of Wellington".[202]

It was not as if they had even benefitted from the deductions. These had been made without reference to any particular block, and without it being used for the "common benefit" of all.[203] Te Manihera stated that their children had not benefitted from the

---

198 MA 13/96a.

199 "In the lower part of the valley, the Natives interested are unanimous in wishing that the monies due to them on the 5 per cents, should be expended in the erection of a mill". Searancke, AJHR 1860 C-3.

200 Kemp to Halse, 16 November 1870, MA 13/96a.

201 Minute for Hon Mr Mantell as to Wairarapa five per cents, 23 January 1863, MA 13/96a.

202 AJHR 1861 C-1 no 32.

203 Kemp, MA 13/96a; Heaphy, AJHR 1874 G-4.

College, they received little instruction at the school and ended up as domestic servants for the settlers. The mill at Papawai had fallen into disuse. The doctor had apparently proved less than useful. Kemp admitted that the advances, had, due to "unforseen causes", proved to be "in a great measure...a comparative failure". It was no wonder he reported that it all "combined to render the possibility of satisfying the whole of the claimants a somewhat difficult and onerous duty".[204]

Hoera Whakataha wondered why McLean had not appeared in person as he was the "most acquainted with all the transactions connected with the purchase of land in district and understood so well the origin of the five per cent fund." It was thought he would have been the most appropriate person to pay the money.[205] A delegation was set up from amongst the claimants with Nikawera as spokesperson. They wanted five per cent (which they called interest) paid upon all the land sold by them to the government, up till the present date (Oct 1870) instead of 30 June 1869, whether stipulated in the deed or not, because they now believed that they had sold their land for too little. "The land was formerly sold foolishly in the days of their ignorance...through their ignorance they had received much less than they ought for the land". They insisted on having a proper and correct return showing all lands sold to Europeans out of the blocks upon which five per cent was due, the number of acres sold to each and the amount realized by the government in order that they might know they were receiving what was just. They pointed out that according to European custom interest was payable yearly, therefore they

---

204 Kemp to Halse, MA 13/96a.

205 Notes of Mr Kemp's Meeting, MA 13/96a.

they still were being made.[207] He also reported that when he went to pay the balance of £596.3.9 he found there was still a belief that they were entitled to more. By now the amount of land being sold had dropped off but with the raise in land value, the population coming in, and the place prospering, the Maori naturally assumed they should still be getting a substantial amount. However the high prices ruling were on private, not government, land sales. Heaphy found his accounts under vigorous attack by a committee. The deed provided for the claimants and certain officers appointed by the governor to discuss in committee how the money should be used. In 1873 Heaphy found the committee consisting "chiefly of members of the old Hau-Hau party", who carefully scrutinized the amounts payable.

Although in 1874 Heaphy had reported that costs were to be paid from sources other than the five per cents by 1880 the government seems to have had a change of mind. In May, E S Maunsell advised that a sum of £692.18.7 was due to be paid, and questioned whether the sum should be paid without any deductions for the salary paid to the Native medical officer of the district. The government was advised that proceeds from the sales could be devoted in part towards paying Native medical officers, maintenance of Hospitals, etc, because it was "a condition of the deed".[208] Bryce, the native minister, ordered that;

> deductions for medical assistance and other kindred charges were clearly contemplated by the deed and should be made from payments now due.[209]

---

207 AJHR 1874 G-4.

208 MA 13/96a.

209 instruction on cover sheet for NO 80/1759, MA 13/96a.

The costs were initially to be spread over the whole of the valley although the medical officer's circuit was confined to only a portion of the valley. This meant that those not directly benefitting from the medical officer were still expected to contribute to his salary. Not surprisingly there was much dissatisfaction expressed at this. To add insult to injury Heaphy, because of the "much intricate calculation to be done and a great deal of trust work", requested a Mr Rattray to come up and help him. He then wanted to charge Rattray's travelling expenses against the money for the five per cents.[210]

Because both Maunsell and Heaphy anticipated trouble if the full wages were deducted from the total amount payable, it was decided to reconsider the matter. In the end it was decided only one-half of the medical officer's salary was to be deducted from the amount due to the lower valley Maori, leaving very small amounts for them to receive. Those Maori outside the medical officers circuit were to be exempt from the deductions.

In September 1883, three years after Maunsell had first raised the issue of the medical officer's salary, he revealed that the officer, Dr Spratt, was his father-in-law. This placed him in an "unpleasant position" as it was said that he was in collusion with Spratt to get his pay continued. Maunsell suggested that Spratt now be told his services were no longer required and that his salary would cease at the end of the month. The government, a bit more generous, gave him until the end of December.

---

[210] ibid.

Other purchases subject to the five per cents - Tautane Block (Hawkes Bay district)

This block following on from the 1853 purchases in the Wairarapa also included the provision for five per cent to be paid to the Maori on the resale of the land. It was bought on 3 January 1854, from Te Hapuku and 31 others of Ngati Kahungunu, sold by them while they were in Wellington. McLean on 21 October 1853 had reported that he was taking Te Hapuku with him to Wellington "where we can arrange terms with him for the unpurchased land at Hawkes Bay".[211] On 6 February he applied to the superintendent at Wellington for a sum of money:

> In order to complete as far as possible the negotiations which had occupied so many years of constant labour and attention, and also to take advantage of a disposition on the part of Te Hapuku, Te Moananui, and other influential Chiefs of Hawke's Bay and the country between there and Wairarapa, who accompanied me from thence to Wellington to arrange about their claims.

He was quite happy to "purchase whatever blocks of land those Chiefs were disposed to sell" while they were away from the rest of the iwi.[212]

The Tautane block was originally to have been purchased for £1,000. £500 was paid on 3 January, the remaining £500 to be paid in January 1855, in addition to the five per cents they were to receive on the resale.[213] However the remaining money was not paid until 11 March 1858, during which time the government had reached a decision that no future purchases should

---

211 McLean to Featherston, McLean Papers MS 32 Folder 4.

212 AJHR 1861 C-1 no 28.

213 Turton's Deeds, Vol 11, p 497.

include the five per cent provision.[214] Bell, the commissioner of crown lands, advised that "with regard to the future...[the] best plan is...to assume a certain average in those blocks subject to the 5% calculate what would become due to the Natives ultimately on the sale of that average and then come to an equitable arrangement with them for the surrender of the condition for a stipulated sum, payable in certain fixed instalments".[215] Although they do not appear to have done that in any other block, in the Tautane block the provision for paying the Maori 5% was surrendered for an additional £500 making the total price paid for the Tautane Block £1500.[216]

Two reserves were to have been retained for their "use and support." Because these reserves were not defined at the time of the original purchase an area of 1000 acres was set aside with an additional 50 acres for a burial place and for cultivations.[217]

Despite the government saying in December 1855 that the five per cents "should not be repeated in future negotiations" it appears that three other purchases were subject to the five per cent provision. They were Arikirau, Maungaraki and Kurumahinono all purchased in 1872, although the provision does not appear in the deeds. A notation on a return showing the amount to have accrued since 30 June 1880 to 1 June 1892 noted that there may have been a verbal agreement with the vendors to pay them the five per

---

214 Gisborne to McLean, 26 December 1855, Votes & Proceedings of the House of Representatives 1856 A-5.

215 ibid.

216 Turton's Deeds, Vol II, p 524.

217 ibid.

cents. Heaphy's report on the third payment of the five per cents, in March 1881, shows quite clearly that a sum of money was paid on these blocks.[218]

Although the principle behind the five per cents may have been excellent the experiment ultimately proved a failure, at least in the mind of the Maori. They had had to wait too long had for the first payment and as Ward says the percentage allowed was too low. Any further payments were not going to provide more than the basic food and housing for a few.[219]

Wairarapa Native Reserves

More culpable perhaps than the government's seemingly casualness to fulfill its obligation in the matter of the five per cents was its failure to implement its policy on reserves. In any negotiations for the purchase of land Maori were always promised "ample reserves" would be made for them. But it was never exactly defined what ample meant. Edward Gibbon Wakefield, whose ideas were influential in the policy adopted by the Crown in its dealings with Ngai Tahu, believed that Maori interests could be protected by ensuring that 10 per cent of all lands purchased were reserved for Maori.[220] In 1860 Searancke reported that of the 1,200,000 acres in the lower Wairarapa, 957,864 acres had been alienated by the Maori to the Crown, and of this "extensive reserves, much more than they occupy or make use of" to the amount of 20,224 acres had been reserved for the "use and benefit" of the Maori. Several of which he had succeeded in

---

218 MA 13/96a.

219 Ward, p 88.

220 The Ngai Tahu Report (1991) pp 264-265.

leasing to the neighbouring runholders.[221]

But although Searancke may have thought these reserves extensive, Maori may not have seen it in the same way. In his instructions to Captain Smith, the surveyor, McLean had told him,

> I believe the Natives will be demanding extravagant reserves at Opaki, Makoura, Koangwareware and the other plains within the valley. In such case you will be good enough to inform them that you are not prepared to agree to such reserves, and that, although they give information respecting them, it is necessary to confer with me before acceding to any beyond what you may consider essential for their welfare.[222]

Captain Smith was formerly a chief surveyor with the New Zealand Company, and a squatter occupying one of the largest runs,[223] which may have meant he was familiar with the Company's policy of 10 per cent, but it hardly qualified him to decide what was essential for the welfare of the Maori.

Kemp's instructions, which had also been sent to McLean, had been explicit that reserves should be clearly defined in number, position and extent and be marked out distinctly on the ground. Surveyors were suppose to accompany Kemp and McLean for that purpose.[224] But, says Bagnall, there were few surveyors and misunderstandings about the location and extent of Maori reserves quickly arose.[225] Searancke reported that "much complication" had arisen because

---

221 AJHR 1860 C-3.

222 AJHR 1861 C-1 no 26.

223 NZC 3/9.

224 see above, pp 13-14.

225 Bagnall, p 122.

of the length of time it had taken between the sale, when the reserves were made, and the accurately defining and surveying of the boundaries.[226] In 1860 he described the difficulty of getting Rawiri Piharau to remove from a piece of land bought from the government by some Europeans. Rawiri had been promised a reserve of 100 acres at Motupiri when the Owhanga block, on which the township of Featherston is situated, was bought. That land was subsequently sold by the then waste land commissioner to a settler named Vennell. Rawiri refused to move until given his land at Motupiri.[227] Searancke reported that a feeling of insecurity respecting the tenure of their reserves existed amongst the Maori. He believed this feeling resulted from the fact that there was no discernible proof the Crown had made over the reserves to them. He thought this could be solved by issuing unconditional crown grants to individuals, as proof that they held the land from the Crown and could not be deprived of it. This was part of McLean's rationale for getting them to sell their reserves and then buy them back under European title.[228] Both McLean and Searancke thought this would ensure security of tenure. Searancke especially did not anticipate that they would be persuaded to part with these lands, if held under crown grant, "except under strong pecuniary inducments".[229] Which is generally what happened. It was easier to part with land that was individually owned under crown grant, then when it was held in common by the whole tribe. Bagnall says that a more logical and practicable policy might have

---

226 AJHR 1861 C-1 no 74.

227 AJHR 1860 C-3.

228 see above, Whakataki reserve, p 41.

229 AJHR 1861 C-1 no 61 & 74.

been to actively assist the local Maori to make better use of the reserves set apart for them. However, he concludes, in view of the immediate difficulites about the very boundaries of the reserves it is unlikely that resources for such a development would have been available.[230]

---

[230] Bagnall, p 203.