

## *Te Karaitiana Te Korou Report*

**Wai 770**

Craig Innes and Bob Metcalf

Report commissioned by the Waitangi Tribunal for the  
Wairarapa ki Tararua (Wai 863) district inquiry

January 2003

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## **I. Abbreviations**

*AJHR* Appendix to the Journals, House of Representatives

*ATL* Alexander Turnbull Library, Wellington

*BPP* British Parliamentary Papers

*CFRT* Crown Forestry Rental Trust

*LINZ* Land Information New Zealand, Wellington Regional Office

*NA* National Archives, Archives New Zealand, Wellington

*NLC* Native Land Court

*ROR* Right of Road

*TD* Turton's Deeds

*TDR* Turton's Deeds, Deed Receipt.

## **II. Introduction**

### ***ii.i. The Claim***

Edward Karaitiana of Christchurch lodged the Wai 770 claim in September 1998.<sup>1</sup> The claim covered many issues in the Wairarapa including Crown purchases, the Wairarapa lakes and historic and present landlessness of Wairarapa Maori. At a meeting with the researcher in 2002 the claimant was particularly concerned that he and his family were essentially landless, even though they were the descendents of Wairarapa chiefs, including Karaitiana Te Korou.

### ***ii.ii. The Commission***

Following the filing of his scoping report, the Waitangi Tribunal commissioned Craig Innes on 22 July to write a substantive report for the Wai 770 claim.<sup>2</sup> The Tribunal commissioned Bob Metcalf to provide research assistance on 3 December 2002.<sup>3</sup>

The commission required research into:

- (a) Crown purchases in the 1850s and the implications and repercussions of those transactions including: payments to family members, complaint regarding the five percent payments and the role of whanau members in the creation of the Masterton township.
- (b) The impact of the Native Land Court process on the whanau in particular the role of debt and the link to land alienation, and the response of whanau members to those processes.
- (c) An investigation of the land interests of Karaitiana Korou at his death and what therefore was available to subsequent generations.

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<sup>1</sup> Wai 863, doc number 1.14

<sup>2</sup> Scoping report is Wai 863, document number A21. Commission is Wai 863 doc number 3.8

<sup>3</sup> Wai 863 doc number 3.19

**ii.iii. Methodology**

Given the timeframes involved it proved to be impossible to explore all of the issues surrounding the Native Land Court hearings that Karaitiana Te Korou was involved in. All the key hearings have been summarised and included as an appendix.

Given the paucity of sources available it proved difficult to identify all members of the wider whanau. The research focus has therefore been upon Retimana and his two children Karaitiana Te Korou (son) and Erihapeti Whakamairu (daughter). It sometimes proved difficult to identify Karaitiana Te Korou as 'Karaitiana' meaning 'christian' was a relatively common name and there were several other people by the same name in the Wairarapa area. The signature 'Karaitiana' appears on a number of deeds, with no indication as to which person signed. Where there is a reference to a 'Karaitiana' in the historic record, no assumption to the identity has been made unless there is supporting evidence to indicate that it was Karaitiana Te Korou.

The whanau members used a number of different names with variable spellings in English. For the sake of simplicity the following names have been used in the report text: Retimana Te Korou (Also known simply as Te Korou, Te Retimana Te Korou and Ritimona), Karaitiana Te Korou (Also known as Te Tua o te Rangi, Te Turuki, Karaitiana te Tua), Erihapeti Whakamairu (Erihapeti Hineiteairarangi, Irihapeti), and Hoana Te Korou (also known as Hine-whaka-aewa, Hoana Hine-whaka-aea, Hoana Te Korou, Hoana Karaitiana).

Draft translations by Takirirangi Smith of correspondence between Wairarapa Maori and Pakeha, including Crown officials such as Donald McClean, have been used. Alternative translations of sections of some of this correspondence provided by Jane McRae, who was commissioned to review the draft Smith translations, are provided in square brackets along side the relevant underlined sections of text. Jane McRae also offered alternative punctuation. This has not been included. Please note that the

translations relied on by this report were at the draft stage only (October/November 2001) and may vary from the final versions which were filed on 20 December 2002.<sup>4</sup>

Time constraints prevented the author referring to the original deeds and so Turton's deeds have been used. It is acknowledged that Turton's versions can be inaccurate especially in estimating the area of blocks.

#### ***ii.iv. The Authors***

Craig Innes has a Bachelor of Arts in History from Victoria (1996) and a Bachelor of Arts Honours degree from Massey (2002). He has completed one other report for the Waitangi Tribunal – "Report on the Tenure Changes Affecting Waikaremoana "Purchase Reserves" in the Urewera Inquiry". Bob Metcalf has an MA (Honours) from the University of Auckland (1972) and a Masters in Philosophy from Massey University 2001. He has worked as a teacher of History. This is his first contract for the Tribunal. All opinions contained herein are those of the authors solely.

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<sup>4</sup> Takirirangi Smith, Tukuwhenua and Maori Land Tenure in Wairarapa, DRAFT October 2001, Koha and The Ngati Kahungunu: Interpretations of the Five Percent Purchases in Wairarapa, CFRT DRAFT. November 2001 and Tukuwhenua in Wairarapa: The Maori Response to the Post-purchase Period of 1853 and 1854, DRAFT. October, 2001 with alternative translations by Jane McRae, School of Maori Studies, University of Auckland, April and May 2002. The final version of Smith's reports were filed on 20 December 2002 refer Wai 863 Record of Inquiry #A45, #A53 and #A52 respectively.



## 1. Chapter 1: Pre-1853

### 1.1. *The Korou whanau*

The following has been quoted from Angela Ballara and Mita Carter's short essay on Te Retimana Te Korou for the Dictionary of New Zealand Biography. This passage serves as a useful overview of the Te Korou whanau and raises some issues pertinent to this report.<sup>5</sup>

Te Korou was born in the later eighteenth century. Through his father, Te Raku, he was a descendant of Rangitane, from Hauiti, the younger sibling of Hamua, ancestor of his principal hapu. His mother was Te Kai, and through her he was descended from Te Awariki, the youngest of the three brothers descended from Rangitane. He was, by 1840, married to Hine-whaka-aea. She was descended from Te Hina-ariki, ancestor of Ngati Te Hina, and was connected with Wairarapa Ngai Tahu. Te Korou and his family were also connected with Ngati Wheke, Te Matehau, Ngati Te Hauaitu, Ngati Te Tohinga, Ngati Te Umu and Ngati Te Aomatauru. Through extensive intermarriage the family was related to Ngati Kahungunu, but their chief kinship was with Rangitane.

Te Korou and his family were among those who about 1834 were forced to flee from Wairarapa to Nukutaurua on the Mahia peninsula by the invasion of northern tribes. Te Korou was captured by Te Ati Awa, but he escaped near Orongorongo after tricking one of his captors, Te Wera of Ngati Mutunga. When no one else was near, Te Korou offered to rearrange Te Wera's load, seized his long-handled tomahawk, gashed Te Wera's hands which he had put up to protect himself, killed him, and escaped into the bush. When peace was arranged between the Wairarapa people and the invaders Te Korou was among the negotiators. Ngati Kahungunu, Rangitane and other tribes returned from the north from 1841 on, and Te Korou, already past middle age, re-established his position as one of the principal leaders in Northern Wairarapa. His interests and influence extended from present day Masterton to Eketahuna, and from the Tararua range eastwards to the coast.

In the 1840s Te Korou and his family were drawn towards Christianity. By the time he had been forced to go north, he had three children: a daughter, Erihapeti (Elizabeth); a son, Te Tua-o-te-rangi (or Te Turuki, later known by his baptismal name, Karaitiana or Christian); and a third, probably another son. When the missionary William Colenso visited Te Korou at Kaikokirikiri, near present day Masterton, he found Erihapeti about to be married to Ihaia Whakamairu. Since 1845 the whole community at Kaikokirikiri had been under the influence of a Christian teacher, Campbell Hawea, and in 1848 Colenso was happy to baptise all four Te Korou generations: Te Korou himself, who took the name Te Retimana (Richmond); his aged mother Te Kai who took the name Roihi (Lois); his wife Hine-whaka-aea, who became Hoana (Joan/Joanna); his daughter, Erihapeti, and her husband, Ihaia Whakamairu; his four sons (two of them still boys); and two grandsons. Colenso noted that Karaitiana was a 'fine youth' and a fluent reader of the Bible in Maori.

Colenso recorded that Te Korou was determined to preserve his lands for his children, and to prevent his family from being demoralised by contact with Pakeha. But he was

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<sup>5</sup> Carter, Mita and Ballara, Angela, 'Te Korou, Te Retimana ?-1882', Dictionary of New Zealand Biography, Department of Internal Affairs, Wellington, 1990.p.466.

unable to live up to this hope. Already, in 1844, he had tried to lease land in the Whareama valley to the runholders Charles Clifford, Frederick Weld and William Vavasour, and had been annoyed when they decided to seek drier pasturage further north. In 1848 Te Korou was among those who discussed with Francis Dillon Bell, the New Zealand Company agent, the possible sale of Wairarapa land for the proposed 'Canterbury settlement', later sited in the South Island. Te Korou took part in other transactions; his willingness to do so probably arose from the fact that others were leasing lands in which he had an interest, without consulting him. There was argument in Kaikokirikiri over the leasing of the Manaia block to W. B. Rhodes and W. H. Donald. Later Te Korou proved to be one of the most co-operative in land negotiations with Henry Tacy Kemp.

As Pakeha settlement penetrated Wairarapa, tensions grew between younger men wishing to sell land, and their leading elders, who at first preferred to lease. However, to preserve something for themselves from the maelstrom of land-selling the older chiefs, whose mana would earlier have gone unchallenged, became sellers themselves. It is likely that on the one hand Te Korou, and on the other his son Karaitiana and his son-in-law Ihaia Whakamairu, were caught up in this kind of rivalry.

The pressure which Te Korou had to face came from the Small Farm Association, a body seeking to settle farmers on small land-holdings. The association sent Joseph Masters (after whom Masterton was to be named) and H. H. Jackson to Kaikokirikiri, at Governor George Grey's suggestion. Their arguments were persuasive; Ihaia Whakamairu returned with them to Wellington to complete the sale. There is no record that Te Korou objected to the sale, but the sellers included some of the younger members of his family. In the various transactions which transferred the site of Masterton to the Crown, the names of Karaitiana, Erihapeti and Ihaia Whakamairu are prominent. Te Korou was directly involved in a number of sales, mainly to the south and east of Masterton, in the Maungaraki, Wainuioru and Whareama districts. He also signed the Castlepoint deed. Both he and Karaitiana sold parts of the same blocks together, but for the most part they did business separately.

From the 1860s on Karaitiana appears to have taken over from his father; at the 1860 Kohimarama conference he represented Kaikokirikiri. From the beginning of Native Land Court sittings in the Wairarapa in 1866 Karaitiana and Erihapeti represented the interests of the family. Te Korou did not appear often; in 1868 he was described as 'an old man of Ngati Wheke'. Both father and son are described in government documents as supporters of the King movement in 1862. But they, with other Wairarapa leaders, were adherents more because of dissatisfaction over land sales and payments than because of any special attachment to the King.

Te Retimana Te Korou was said to be over 100 when he died at Manaia in early January 1882. Ihaia Whakamairu invited all his European friends to join in the mourning. Several leading settlers joined in a procession of 300 people to the Masterton cemetery.

Te Retimana's life therefore spanned a crucial period of change for Wairarapa Maori – from the great disruptions of the musket wars through to the great disruptions of extensive European settlement. The following serves to flesh out the biographical details gathered by Carter and Ballara.

The area where the Korou whanau resided was commonly referred to as ‘Kaikokirikiri’ or ‘Ngaumutawa’ and located near present day Masterton. Retimana had considerable influence at the coast as well. Kemp for instance noted:

A party of natives from Castle Point, came to meet me, they being part owners of the Whareama district. These, and the natives generally on the coast, seem to look up to Te Korou, the chief of Kaikokirikiri, and will be guided in a great measure by him.<sup>6</sup>

As noted above, Retimana was primarily of Rangitane descent, although he had connections to Ngati Kahungunu. Ballara indicates that Hoana was in the Rangitane line and thus of a higher rank than her husband.<sup>7</sup> She was descended from Hauiti, the elder brother of Te Awariki, her husband’s ancestor.

Much of the surviving written evidence of the whakapapa connections of the whanau is in the minutes of the Native Land Court. According to this evidence, Retimana was principally associated with the hapu Ngati Wheke.<sup>8</sup> Karaitiana Te Korou also gave evidence of his connections to Hamua, Ngati Te Tohinga, Ngati Te Hauaitu, Ngati Te Umu and Ngai Te Aomataura.<sup>9</sup> Te Korou’s daughter, Erihapeti, married Ihaia Whakamairu. Erihapeti Whakamairu’s statements in the Court show her connections (and therefore connections of her brother also) to Ngai Tahu (of the Wairarapa) to Ngati Kahungunu and Ngati Ira.<sup>10</sup> Ballara argues that Retimana and Karaitiana had many whakapapa connections.<sup>11</sup>

Te Retimana Te Korou and his son Karaitiana were the product of many marriage alliances between ranking persons of different descent lines. The descendants of Toi, Whatonga, Tara and Rangitane, were the first inhabitants of Wairarapa remembered by their contact period descendants. But the later arrivals, the descendants of Tahu, Ira and Kahungunu, intermarried with them. The genealogies of the family reflect this reality.

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<sup>6</sup>“Journal of Mission to the Wairarapa” No. 23. Sub-Encl. 10. BPP, Cited in Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final draft November 1999.pp. 216.

<sup>7</sup> Ballara, Angela. The Origins of Ngati Kahungunu, Phd. Thesis. Victoria University of Wellington, 1991. p. 108.

<sup>8</sup> Ballara, Angela. The Origins of Ngati Kahungunu, p.112.

<sup>9</sup> Ballara, Angela. The Origins of Ngati Kahungunu, p.114.

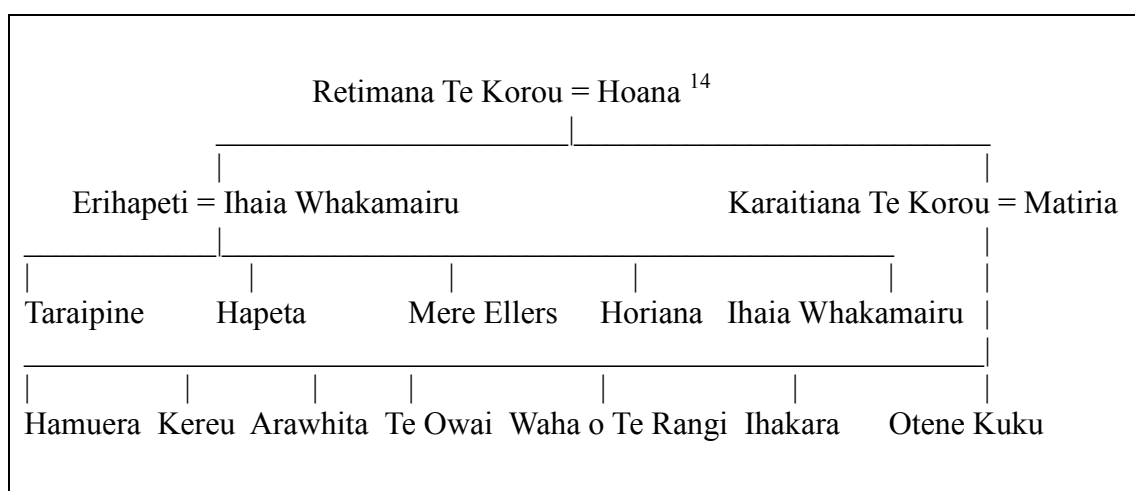
<sup>10</sup> Ballara, Angela. The Origins of Ngati Kahungunu, p. 112.

<sup>11</sup> Ballara, Angela. The Origins of Ngati Kahungunu, p.114

However, Ballara points out that the whanau were often referred to as belonging to Ngati Kahungunu in official documents.<sup>12</sup>

Purchases of land in which the Te Korou family were involved were officially documented as having been made from the ‘rangitira’ and ‘tangata’ of Ngati Kahungunu.

Erihapeti and Ihaia Whakamairu had five children and evidence presented to the Native Land Court in 1902 indicated that Karaitiana Te Korou had seven.<sup>13</sup> The following whakapapa is based on evidence drawn from the available written sources.



## 1.2. Early European contacts

The missionary William Colenso was a regular visitor to the Kaikokirikiri area from the 1840s. In 1845 Colenso advised Te Korou on the latter’s lands:

Spent night with Natives conversing at door of my tent. Gave Te Kooro, the principle chief, some good advise relative to his lands situated in the valley of Wairarapa, which the grasping and never contented settlers are strenuously striving to get hold of. The poor man might well say “We are daily beset by those ever striving restless whites –we are orphans –we have no parent –we know not whom to trust or what to do.”<sup>15</sup>

<sup>12</sup> Ballara, Angela. *The Origins of Ngati Kahungunu*, p.115

<sup>13</sup> Wellington Native Land Court minute book 10A, fol. 33

<sup>14</sup> Sources: Wellington Native Land Court minute book 10A, fol. 33; Wairarapa Native Land Court, minute book 29, fol. 112.

<sup>15</sup> Colenso Diary, April 1845 Cited in Walzl, Tony, *Land Purchasing in the Wairarapa 1840-1854*, Final Draft November 1999, p.49.

Colenso again advised the Kaikokirikiri population about their lands and the settlers in March 1846. During this visit three hundred Maori attended his church service.<sup>16</sup> Colenso baptised Te Korou on 14 April 1848.<sup>17</sup>

As noted by Ballara and Carter above, Te Korou attempted to lease land in the Whareama area to Charles Clifford, William Vavasour and Frederick Weld. In November 1844 the settlers went with 'Te Koro' to inspect the location. Weld and the others had found that the land, which they had occupied at Wharakaka was prone to flooding and were looking for a drier area suitable for the winter.<sup>18</sup>

The party consisted of Clifford, Vavasour and myself, three white men, and about six Maories – the main body of the tribe having gone forward. Te Koro, who accompanied us, is the chief of the tribe or clan to which Ware-homa belongs, and like all other natives he is very anxious to have a white man on his land.

However Weld decided that the Whareama area was too wet for sheep farming and did not take the offer to lease the area.

### **1.3. Pre-1853 Introduction**

Even before the 1853 Crown purchases in the Wairarapa, the area was rapidly changing, with an increasing number of settlers residing in the valley and a road under construction. A series of attempted purchases were made throughout the 1840s. In 1843 The New Zealand Company Agent William Wakefield was informed that the Wairarapa was the suggested site for the Anglican settlement scheme.<sup>19</sup> In March 1845 Wakefield and the surveyor Tiffen visited the Wairarapa. Wakefield noted that the revenue that the Wairarapa Maori were already receiving from leasing would impede purchasing of the area.<sup>20</sup> In 1847 the New Zealand Company agent Francis Dillon Bell and George Clarke, a Crown representative, attempted to purchase land in

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<sup>16</sup> Walzl, Tony, Land Purchasing in the Wairarapa 1840-1854, Final Draft November 1999.p.52.

<sup>17</sup> Smith, Takirangi, Tukuwhenua and Maori Land Tenure in Wairarapa CFRT DRAFT. October. 2001.p.74.

<sup>18</sup> Williams, Janine, Pastoralists and Maoris, The New Zealand Journal of History, Vol. 11, No. 1, April 1977.pp.33-34.

<sup>19</sup> Walzl, Tony, Land Purchasing in the Wairarapa 1840-1854, Final Draft November 1999. p.22.

<sup>20</sup> *ibid.* p.43.

the Wairarapa. From 1848 to 1849 Land Purchase Commissioner Henry Kemp, accompanied by Francis Bell tried again but facing financial difficulties the New Zealand Company withdrew from its purchase attempt.

#### **1.4. Korou Whanau Involvement in Early Transactions**

Several issues of significance for Retimana and his whanau arise in the early period before Crown purchase. One was a dispute over a lease with the settler John P Russell. Another was the Government's efforts to prevent leasing altogether and to oblige Maori to sell land instead as seen in the case of Donald's lease of Manaia block.

##### *1.4.1. The Russell lease.*

Tony Walzl has already covered the events of the Russell lease in some detail. For the purposes of this report it is necessary to note that Retimana Te Korou was closely involved in the dispute which concerned conflicting claims by Maori to an area of land offered to a settler, John P Russell, to the east of present day Masterton. Colenso believed that the proposed lease could provoke a violent confrontation.

Andrew Rongotau came to tell me of himself and party being on their way to Tukuwahine, (where Matthew Retimona, Te Korou, the old chief of Te Kaikokirikiri, and his tribe have their plantations), to let that place to Mr Russell, who was coming after them!! This, if attempted, or persisted in will cause bloodshed.<sup>21</sup>

Russell had attempted to solicit Colenso's help in getting land to rent. Colenso recorded the reaction of the Kaikokirikiri Maori to the news of Russell's intentions:

They were, however, greatly exasperated, when they heard of Mr Russell and the natives from the lower part of the valley being on their way hither to take their grounds and cultivations; particularly so too, after they had sent word to Mr Russell by me, that they never would let their grounds.<sup>22</sup>

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<sup>21</sup> Colenso Diary 23 May 1848, cited in Walzl, Tony, Land Purchasing in the Wairarapa 1840-1854, Final Draft November 1999, p.133.

<sup>22</sup> Colenso Diary 30 May 1848, cited in Walzl, Tony, Land Purchasing in the Wairarapa 1840-1854, Final Draft November 1999, p.134.

Ihakara wrote to Colenso telling him of the outcome of a hui held at Tukuwahine, where the issue of leasing the lands was discussed. He reported that there had been a debate on the issue of tukuwhenua.<sup>23</sup> According to Walzl the letter relates to a lease arrangement made with Russell, which was opposed by the Kaikokirikiri residents, who grew their crops in the area.<sup>24</sup> Soon after Hakaraia Te Pukenui also wrote to Colenso about the Tukuwahine hui.<sup>25</sup> He reported ‘Not one person of Te Kaikokirikiri was favourable to agree to their tikanga tukuwhenua.’ A month later Hamiora Pakiaha reported that the conflict had reached the point where a war party had been raised.<sup>26</sup> Kemp also noted the ongoing dispute over the Russell lease:

Came out of the bush upon a grass plain of Te Ore Ore which has been disputed by the native chiefs Te Korou and Simon Peter, the latter wishing to lease to Mr. Russell. This matter has led to two or three serious discussions, large parties of natives being assembled on each occasion, Te Korou still maintaining his right.<sup>27</sup>

Clearly Te Korou, who had considerable rights over the land being a leader of the Kaikokirikiri settlement, was opposed to the lease to Russell. His opposition appears to be based on two points: that those offering the lease did not have the right to do so, and that the lease area was land occupied by their own cultivations.

Kemp recorded his belief, however, that Te Korou was ‘decidedly in favour of the new [New Zealand Company] settlement,...’<sup>28</sup> The initial benefits of European contact were apparently not lost on Retimana. Kemp arranged for Te Korou to bring his people to Otaria for a hui to discuss the proposed purchase. However Te Korou and his party did not arrive on the expected day and the formal meeting was held without

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<sup>23</sup> Ihakara to Colenso, 6 August 1848, Smith, Takirirangi, Tukuwhenua and Maori Land Tenure in Wairarapa draft October 1996.p.141. Jane McRae alternative translation May 2002.p.1.

<sup>24</sup> Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final draft November 1999.pp. 139-140.

<sup>25</sup> *ibid.* p.140. Hakaraia Te Pukenui to Colenso 11 August 1848, from Smith, Takirirangi, Tukuwhenua and Maori Land Tenure in Wairarapa draft 1996.pp. 142-143.

<sup>26</sup> Hamiora Pakiaha to Colenso [Walzl footnote appears incorrect] 11 September 1848, from Smith, Takirirangi, Tukuwhenua and Maori Land Tenure in Wairarapa draft October 1996. pp. 143-144. Cited in Walzl, Tony, ‘Land Purchasing in the Wairarapa 1840-54, Final draft November 1999’, p. 140.

<sup>27</sup> “Journal of the Mission to the Wairarapa” No. 23 Sub Encl. No.10, BPP, Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final draft November 1999.p. 216.

<sup>28</sup> “Journal of the Mission to the Wairarapa” No. 23 Sub Encl. No.10, BPP, Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final draft November 1999.pp. 187

Te Korou on 24 November 1848.<sup>29</sup> According to Bell, the meeting was very much in favour of the proposed transaction.<sup>30</sup>

The area noted by Bell included a considerable proportion of Te Korou's land. Te Hamaiwaho and Anaru Rongotua wrote to Te Korou on 25 November telling him of the outcome of the meeting. After noting the boundaries of the proposed transaction, Rongotua stated:

Sir, Retimana, do not be angry if you have been omitted [sic] from here [don't stay there,...], on the contrary you should come here and speak with us, because you may still take some of our kainga as a kainga for you. The part of Maungarake for the Pakeha is Tupurupuru [A settlement for you will be Maungarake, of [for?] the Pakeha, Tupurupuru...] across to Wareama, for indeed that enclosed area was previously a designated kainga [designated for your settlement.]. May you understand it is bound for you. ...

Your sacred cloak has been spread in the presence of the Pakeha, as a seating place for the Pakeha, enough.<sup>31</sup>

Hakaraiah and Te Korou responded by writing to Kemp on 28 November:

Sir, Kemp, this again is us whom are not able to come because we have much work. We are cultivating food for us. The people of Te Kaikokirikiri are scattered and it is not possible for the people to come having disappeared. Nevertheless, I will not say mine alone is the word and the people have disappeared. [that it is on account of the people's absence...] However, Sir, Kemp, you know the customary practises of the Maori. The people of Wairarapa are angered and this is why they are calling for them alone to tuku [give] the land. It is not good that they alone should claim the land.<sup>32</sup>

Retimana and the others clearly strongly opposed the method of the proposed agreement. They pointed out that the offer had been made by the southern Wairarapa Maori alone and suggested that the offer had arisen out of the ongoing dispute over the lands. Notably, Te Korou did not feel able to negotiate without his people being present, indicating the communal rights to the land.

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<sup>29</sup> Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final draft November 1999.p. 189.

<sup>30</sup> Bell to Principal Agent NZC, 31 December 1849, cited in Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final draft November 1999.pp. 193.

<sup>31</sup> Smith, Takirirangi Translation, Smith, Takirirangi, Tukuwhenua and Maori Land Tenure in Wairarapa, Draft October 2001.pp.155-57. Jane McRae Alternative Translation, May 2002

<sup>32</sup> Retimana Te Korou, Hakaraia and Te Rangiwakatakauru to Kemp and Bell, 28 November 1848, McLean MS Papers 32 Folder 672 E, Smith, Translation in Smith, Takirirangi, Tukuwhenua and Maori Land Tenure in Wairarapa Draft October 2001.pp.158-160. Note, Retimana referred to the southern



Retimana Te Korou wrote to Te Puni and Isaac in Wellington on 18 March 1849. He asked them to pass a clear message to Governor Grey:

... and that despoiling of Ruamahanga and my kainga will be yours [You were the cause of that trouble at Ruamahanga, at my settlement,...]... hold on to your money and that will be good because the cause of evil is money, because Sir we have discussed it Nga Mahi 15.9.<sup>33</sup>

Another leader, Ropiha wrote to Governor Grey in April 1849, expressing support for the deal, and in opposition to Retimana:

Te Retimana, he has no kainga. He is like the clouds floating by, you might think [Don't [think]...] mistakenly that Kaikokirikiri is his kainga, it is my kainga [my own village...] Te Ropiha's<sup>34</sup>

Grey did not consider the letter until a year after it was written.<sup>35</sup> He then sent a copy to Eyre and appeared hopeful that there might be an opening for a purchase, essentially basing this hope on a year-old letter likening Retimana Te Korou to the clouds, without a home, or a say in the disposal of the area. Kemp warned Grey that:

“Te Tati” is one of the principal young men of Wairarapa but representing a small body only of the natives interested in the sale of the Wairarapa.<sup>36</sup>

Walzl has identified that the offer to ‘tuku’ the lands within the Wairarapa including those claimed by Retimana Te Korou was made in the context of a dispute between Maori living in the south of the region and those such as Retimana, who lived in the north. Walzl indicates that the absence of Retimana from the Hui at Otaria in November 1848 was considered to be deliberate. Walzl notes that the ‘25 November

valley people as ‘Wairarapa’, those from the north as Te Kauru. Jane McRae alternative translation May 2002, p.2.

<sup>33</sup> Te Korou to Te Puni, 18 March 1849, McLean Ms Papers 32 Folder 673B, ATL. Smith, Takirirangi Translation, Cited in Smith, Takirirangi, Tukuwhenua and Maori Land Tenure in Wairarapa Draft October 2001.pp.179-180. Jane McRae alternative translation May 2002,p.3.

<sup>34</sup> Ropiha to Grey, April 1849. McLean MS papers 32 Folder 673B, ATL. Smith, Takirirangi Translation, Cited in Smith, Takirirangi, Tukuwhenua and Maori Land Tenure in Wairarapa Draft October 2001.pp.181-183. Jane McRae alternative translation May 2002,p.3.

<sup>35</sup> Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final draft November 1999.p. 287.

<sup>36</sup> Kemp's Memorandum, 27 May 1850. Cited in Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final draft November 1999.pp.287-288.

1848 letter could hardly have improved matters as Retimana Te Korou is told by the southern chiefs that his kainga is part of a tuku to the Crown...<sup>37</sup>

Kemp meet with Wairarapa Maori again in January 1849 where Te Korou and others from Kaikokirikiri expressed their unwillingness to sell the land.<sup>38</sup> On 12 and 13 January large meetings were held. At these, apparently much more representative meetings, no unanimous call for the sale of the land was heard, Kemp reporting:

...the dissenting party still maintaining their position, and objected to any sale being effected further up the valley than "Otaraiā" which I believe scarce amounts to a third of the land, and that of the very worst description.<sup>39</sup>

On 15 January the sum of £4,000 was offered for 1,020,000 acres, which the owners immediately rejected.<sup>40</sup> Instead Simon Peter, 'followed by several others' asked for £16,000. Kemp believed that this was not a realistic price and rejected the offer.

#### *1.4.2. Background to Leasing*

The rents Wairarapa Maori received were increasing during the period of the attempted purchases. Bell noted in 1849:

...the inducement to the Natives to retain the ownership of land which produced them an income already so considerable and certain to increase unless squatting were peremptorily put an end to, had been much enhanced in the course of the last eighteen months.<sup>41</sup>

In September 1849, Fox estimated that the Wairarapa Maori were earning between £800 and £1,000 a year.<sup>42</sup> The total rents received by Wairarapa grew steadily from

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<sup>37</sup> Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final draft November 1999, pp. 245

<sup>38</sup> Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final draft November 1999, p. 210

<sup>39</sup> Cited in Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final draft November 1999, pp. 211.

<sup>40</sup> Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final draft November 1999, p.212

<sup>41</sup> Bell to Principal agent NZC, 31 December 1849, cited in Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final draft November 1999, p. 180.

<sup>42</sup> Fox to Secretary NZC, 15 September 1849. Cited in Walzl, Tony, Land Purchasing in the Wairarapa 1840-1854, Final Draft, November 1999, p.274.

£84 to £1,200 in the period 1844 to 1852.<sup>43</sup> If the income derived from leases was the main factor preventing the sale of the area, presumably the bargaining position of the Crown was weakening as time went on.

The Native Land Purchase Ordinance (which among other things allowed only the Crown to purchase Maori land) was to have important implications in the Wairarapa, as it would undermine one of the key elements which the Government believed was holding back purchase; the income derived from rents. According to Paul Goldsmith, the main motivating factor behind the 1846 Native Land Purchase Ordinance was to ‘guide Maori towards permanently alienating their land.’<sup>44</sup> Goldsmith believes that the idea of Maori enjoying an income derived from the work and improvements of Settler leaseholders was an unwelcome one for many settlers. The Crown acted to stop squatters from paying rent money for land thereby cutting off a major source of income for Maori owners. Grey colluded with runholders to stop the payment of rents during the negotiations for purchase in 1853.<sup>45</sup>

#### *1.4.3. The Donald Lease*

In 1848, Retimana Te Korou and Ngatuere leased land at Manaia (near Masterton) to William Donald.<sup>46</sup> In 1858, the Crown purchased the Manaia block, whereupon Donald and his partner Rhodes sought to exercise a first purchase option from the Crown.

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<sup>43</sup> See Table 1 Chapter One, McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001.p.5.

<sup>44</sup> Goldsmith, Paul, Wairarapa, Waitangi Tribunal, Rangahaua Whanui, July 1996 p.7.

<sup>45</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001. para. 1.7.3.p.14-15.

<sup>46</sup> H Kemp, ‘List of Squatters in the Wairarapa valley and coast...’ Jan 1849, being Sub-Enclosure 7 in Enclosure 2 in No. 23. Governor Grey to Earl Grey, 26 March 1849. British Parliamentary Papers, Papers Relating to New Zealand 1847-50, 1849, Session No. 1136, p 88, Irish University Press.

Searancke, the Crown land purchase agent, believed that Donald should pay the money he ‘owed’ his Maori landlords, before he could exercise a right of pre-emption over his homestead block.<sup>47</sup> Searancke wrote in 1858:

The Natives leased a piece of land in 1848 to Messrs [?] Rhodes & Donalds for a Cattle run, the rent paid fairly without any [.....?.....] for the first five years, without any valid reason Mr Donald then refuses to pay any more rent (His Homestead being then bought) for the run (Manaia). He now professes his claim to his homestead. I consider that as he has not acted up to the terms of his agreement or lease with the Natives he is clearly not entitled to it, then comes the question is it open to any one else to purchase.<sup>48</sup>

Searancke elaborated that Donald should be given the chance to live up to his agreement with the landowners, otherwise the land would be left open for sale.<sup>49</sup>

Clearly Searancke was unaware of the Crown’s collusion with Donald and Rhodes.

The latter wrote giving their side of the story:<sup>50</sup>

I beg leave to apply that the Homestead at Manaia may be surveyed and marked off as at present in the occupation of Mr. W.H. Donald; one boundary to commence at the end of Masterton and to take in Mr Donald’s residence; the quantity I believe we are entitled to for a Homestead is about 640 acres[.] The Crown Grant I wish to be made out in the joint names of Mr. Donald and the writer.

I enclose for your information memoranda of sums paid for rent of lands at Wairarapa by Mr Donald and self £440.10.0 the last payment for rents to Natives was made to Mr. McLean on the 12th December 1853. £144. this was claimed by that gentleman as back rents and was considered at the time to be in full of all demands, and that I should be troubled no more by the natives – The rent was withheld from the Natives by desire of Sir George Grey, and intimated to me by his Private Secretary Mr. Wodehouse – of this Mr. McLean was fully aware & I paid him more than I thought was right in consequence of his informing me that it was of great importance my paying this sum, otherwise he could not negotiate with the natives for the purchase of the Wairarapa.

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<sup>47</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001, para 4.3.19, p 112

<sup>48</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001, Supporting Papers pp. 0182-0183.

<sup>49</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001, Supporting Papers p. 0182.

<sup>50</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, Supporting Papers p. 1957.

Items of rent paid by the undersigned on account of Wairarapa.

1848 May 15	Cash	16.10.0
1849 April	Cash	50.0.0
1850 May 1	Cash £24 Horse £24	48.0.0
1851 April 24	Cash	50.0.0
July 2	Cash	12.0.0
1852 May 3	Cash	48.0.0
June 29	Cash	12.0.0
1853 May 13	Cash	48.0.0
June 27	Cash	12.0.0
Decr 12	Cash	144.0.0
<b>[Total]</b>		<b>£440.10.0</b>

Rhodes paid the final rental instalment (£144) to McLean not the Maori owners and thereafter stopped paying rent at all at the request of Grey. Not only did Donald and Rhodes cooperate with the Crown by withholding rent to force a sale, they also actively funded the Crown's purchase negotiations. Rhodes was clearly of the opinion that the suspension of the rents was pivotal in McLean's land negotiations. Searancke apparently had no knowledge of the connection between the Crown purchases and the suspension of the lease payments, indicating the 'confidential' and ethically dubious nature of the agreement.

The matter of the owed rents was not settled until April 1860, when Searancke reported that the back-rents were paid. He then felt that Rhodes and Donald could be allowed to exercise their pre-emption rights to the land.<sup>51</sup>

The owners of Manaia went without the income from rents for around seven years. The runholder remained in occupation of the lands during this time and was not

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<sup>51</sup> Searancke to Fitzherbert 2 April 1860, McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001, Supporting Papers p. 1958.

compelled to pay the owed rents until after the Manaia block Crown Purchase Deed was signed in 1858. It does not appear to have occurred to Searancke that the failure to pay rents on the land may have been a significant factor in the Maori decision to transact the Manaia block.

The suspension of the Donald lease was significant for the whanau for a number of reasons. The first and most obvious was the loss of income. Second, Donald and Rhodes continued to occupy the land, and thereby derive an income from it. Another chief, Ngatuere then ‘sold’ his interests in the land, an action McCracken believes was motivated by the suspension of rents.<sup>52</sup> Thus the Korou whanau were caught in a lose/lose situation — they were getting no income from the land, which had anyway become unusable being still occupied, and co-owners had transferred undetermined rights to the Crown. In this situation they had little choice but to similarly transfer their interests to the Crown.

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<sup>52</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001, para. 2.5.8.p.34.

## 2. Chapter 2: Crown Purchases

### 2.1. Early Crown Purchases

The ‘story’ of the Crown’s breakthrough purchases in 1853-54 has been covered in other research for this inquiry. Rigby suggests that the gifting of two school sites was the beginning of the sequence of transactions where Grey and McLean ‘swept through the Wairarapa’.<sup>53</sup> The giftings were followed soon after by the Castlepoint transaction. This and other early Crown transactions involving the Korou whanau are noted briefly below.

#### 2.1.1. Castlepoint

According to Walzl there is ‘little evidence on the actual negotiations conducted by McLean during the Castlepoint purchase except for the purchase deed.’<sup>54</sup> Rigby indicates that the Castlepoint transaction was somewhat atypical, in that there was a survey conducted and that there was a relatively high level of participation by owners.<sup>55</sup> The English language translation of the deed expresses ‘the entire consent of us the Chiefs and people of Ngatikahungunu...’ Retimana signed this deed, as did ‘Karaitiana Te Tua’ and ‘Erihapeti [next line] Hineiteurarangi’.<sup>56</sup> ‘Hoana Hinewakaia’ also signed, as did ‘Ihaia Whakamairu’. There were over three hundred signatures on the original deed.<sup>57</sup> The five percent clause, which would be a feature of some of the later deeds, was not applied to the Castlepoint deed.

Eight reserves and two small fishing areas were reserved on the deed. In December 1852 Retimana, Hohepa and Rawiri wrote to McLean about what they wanted reserved and implied a warning that these requests should be respected..

Our kainga will not be given to you, because we survive here and the kainga for you is at  
Poneke, Rangitikei and Heretaunga, because that is the greater extent of our kainga for

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<sup>53</sup> Rigby, Barry, Wairarapa Crown Purchases 1853-1854, DRAFT November 2002. Section 2.3 Transactions Sequence.p.16.

<sup>54</sup> Walzl, Tony, Land Purchasing in the Wairarapa 1840-54, Final Draft, November 1999.p.316.

<sup>55</sup> Rigby, p 94

<sup>56</sup> Turton’s Deeds Vol. II “Castle-Point” p. 262.

<sup>57</sup> Rigby, Barry, Wairarapa Crown Purchases 1853-1854, DRAFT November 2002. Appendix 1.

you, and the tuku [grant...] for you is at an end. The lesser part we retain and will not be given to you... Oahanga shall be returned. [All return at Oahanga[?]]... Wairarapa will be held over to the coast, and over to Manawatu. It will not be given to you. Friend we have listened to some of you the Pakeha whom are threatening to just take the land. Friend, this is not good, because if you the Pakeha should behave like that and randomly take our land, that will be bad and a grievous error will exist within our lands. You should look at Pewairangi, look at Wairau, there is the example for us. A grievous error occurred in those places because of the land being taken at random.<sup>58</sup>

The Crown purchased two of the reserves for the sum of £50 each on 9 January 1855. Neither Retimana nor any of his immediate family signed the agreements alienating the reserves set out on the deed. However family members were involved in two post-purchase transactions. Retimana and Karaitiana both signed the Castlepoint Block (Whareama Claims) agreement on 5 January 1855. Four other people also signed this agreement which is listed in Turton's deed receipts. The official English translation stated:

Received by us this day the sum of Thirty pounds once told (£30) from Mr. McLean as a payment for our portion of the land which we Te Wiremu Potangaroa and Te Otene sold to the Queen the other year that is at Whareama thence to Waimata.

We now entirely give up all our land within those boundaries (with the exception of those places allowed to us as settlements and cultivations)...<sup>59</sup>

Retimana also signed the lease agreement over Mataikona block to Sutherland on 12 November 1859.<sup>60</sup> It appears that a much smaller number of people signed the receipts than signed the deed indicating perhaps that not all the owners noted on the deed received payment, for the subsequent transactions.

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<sup>58</sup> Hohepa, Retimana and Rawiri to McLean, 22 December 1852. Smith, Takirirangi Translation, Cited in Smith, Takirirangi, Tukuwhenua and Maori Land Tenure in Wairarapa Draft October 2001.pp.230-231. Jane McRae alternative translation May 2002,p.5.

<sup>59</sup> Turton's Deeds, Deed Receipt No. 34. 'Castle-Point Block (Whareama Claims)' p.452.

<sup>60</sup> Turton's Deeds, Deed Receipt No.62. 'Mataikona Block (Sutherlands' Rent)' pp.467-468.



### 2.1.2. *Manawatu*

Karaitiana Te Korou (as ‘Karaitiana Te Tua’) also appears on the Manawatu deed (listed as a ‘deed receipt’ in Turton) which was signed on 19 October 1853.<sup>61</sup> A payment of £300 was the first installment and a further £200 made in December 1853. The second payment is indicated on the ‘deed’ dated 10 December 1853.<sup>62</sup> The five percents clause is expressed on the document listed as a ‘deed’ in Turton but not on the ‘receipt’ signed by Karaitiana.

### 2.1.3. *Opaki*

‘Karaitiana Te Tua’ was one of the signatories to the Opaki Deed of 19 October 1853. The Opaki Deed is listed as a ‘deed receipt’ in Turton.<sup>63</sup> Karaitiana thus signed for the first installment of £300 on 19 October 1853. A total of 28 signatures appear on the deed including Te Ropiha Waitai, Wiremu Waka and Manihera Te Rangitakaiwaho. The Opaki deed left open ‘arrangements about...the quantity of land and the price. . [to be further negotiated with McLean]. . *Ko nga ritenga ano ia mo . . . te nuinga mo nga utu mo muringa iho ma matou tahi ko te Makirini*’. The English translation states that the ‘main boundaries of that land have been already stated and gone over by Te Ropiha Waitai hereafter they will be accurately defined.’<sup>64</sup>

### 2.1.4. *Whareama North*

Retimana Te Korou, ‘Karaitiana Te Tua’ and ‘Erihapeti Hineiteuirarangi’ all signed the Whareama North deed on 2 December 1853. The contemporary English language translation of the deed describes it as ‘a paper of the true consent of us the Chiefs of Ngatikahungunu’. No reserves were allocated for Whareama North, nor was the five percent clause included.<sup>65</sup> Three hundred pound was given as full payment for the area.

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<sup>61</sup> Crown Purchase Deed WGN 224/DR 5 From Rigby, Barry, Wairarapa Crown Purchases 1853-1854, DRAFT November 2002. appendix 1.

<sup>62</sup> Turton’s Deeds, Deed No. 102. ‘Manawatu Block’ pp.283-285.

<sup>63</sup> Turton’s Deeds, Deed Receipt No. 14, “Opaki Block” p.441.

<sup>64</sup> Rigby, Barry, Wairarapa Crown Purchases 1853-1854, DRAFT November 2002. Appendix 1.

<sup>65</sup> *ibid.*

### 2.1.5. *Makoura*

Hoana Te Korou, Karaitiana Te Tua, Erihapeti Hineiteairangi and three others all signed the Makoura deed on 10 December 1853. Unlike the other deeds, this one did not specify the iwi of those who signed. Instead the translation in Turton indicates that the deed was ‘a paper of the full consent of us the people whose names are hereunto attached’. The Makoura deed was subject to the five per cent clause.<sup>66</sup> In the English translation the clause was expressed as: ‘The five (5) per cent will be allowed to us on this purchase’, in Maori as: ‘Ko nga koha ano ia e whakaritea mo matou o taua wahi.’ The sum of £100 was paid in full (excluding the future five percents' payments) on the day of the signing. This is part of the area upon which Masterton was located.

### 2.1.6. *Kohangawariwari*

Ihaia Whakamairu was among the 26 Maori who signed the Kohangawariwari block deed in Wellington.<sup>67</sup> Two reserves were set out in the deed, one ‘for the Bishop’ and another of ‘1,000 acres to be reserved ‘as a cultivation and as a possession’ (*he ngakinga kai hei nohonga*) in the future.’<sup>68</sup> A dispute later emerged over a verbal agreement that the local Maori would be allowed to kill pigeons on the area.<sup>69</sup> Retimana and others were to have 300 acres at Taumata o Te Waihirere, a share of the 1,000 acres promised in the Deed.<sup>70</sup>

The transactions in which members of the immediate Korou whanau participated are listed in the following tables:

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<sup>66</sup> Crown Purchase Deed WGN 302/TD 103 From Rigby, Barry, Wairarapa Crown Purchases 1853-1854, appendix 1.

<sup>67</sup> Rigby, Barry, Wairarapa Crown Purchases 1853-1854, DRAFT November 2002. Appendix 1.

<sup>68</sup> Rigby, Barry, Wairarapa Crown Purchases 1853-1854, DRAFT November 2002. Appendix 1.

<sup>69</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001, para. 5.5.14, pp.201-202

<sup>70</sup> McCracken, Helen, Land Alienation in the Wairarapa District, para.5.5.15, p.36

Table 2.2.6.1: Crown Purchase Table: Retimana, Hoana, Erihapeti and Karaitiana

<b>Early 'Crown Purchase Deeds' 1853-1854 (signed by Retimana, Hoana, Karaitiana or Erihapeti)</b>				
<i>Block</i>	<i>Deed</i>	<i>Date</i>	<i>Signature</i>	<i>5%</i>
Castlepoint	TD 85	22/6/53	Erihapeti Hineiteurarangi Te Retimana Te Korou Karaitiana Te Tua Hoana Hinewakaia	—
Manawatu (1 <sup>st</sup> Instalment)*	TDR 5	19/10/53	Karaitiana Te tua	*
Opaki	TDR 14	19/10/53	Karaitiana Te tua	—
Whareama North	TD 100	2/12/53	Retimana Te Korou Karaitiana Te Tua Erihapeti Hineiteuirarangi	—
Makoura	TD 103	10/12/53	Hoana Te Korou Karaitiana Te Tua Erihapeti Hineiteairarangi	5%
* The 5% clause was on the 'deed' but not on the 'receipt' signed by Karaitiana.				

Table 2.2.6.2: Crown Purchase Table: Ihaia Whakamairu

<b>Early 'Crown Purchase Deeds' 1853-1854 (Signed by Ihaia Whakamairu)</b>				
<i>Block</i>	<i>Deed</i>	<i>Date</i>	<i>Signature</i>	<i>5%</i>
Castlepoint	TD 85	22/6/53	Ihaia Te Wakamairu	—
Te Witi (McMaster's Homestead)*	TDR 20	29/12/53	Ihaia Te Whakamairu	—
Kohangawariwari	TD 125	11/1/54	Ihaia Te Whakairu [Whakamairu?]	—
Kaiaho	TDR 29	1/12/54	Ihaia Te Whakamairu	—
* See McCracken para. 2.6.5				

### **2.3. Problems with the Early Deeds**

A number of problems became apparent in the immediate post-'purchase' period. The issue of survey has been well covered by Rigby and others. Reserves which the Wairarapa Maori believed had been promised were not surveyed and many owners

were not issued with Crown grants. More serious was the confusion about which lands had been sold and which had not. As a result, by 1860 Searancke would report widespread apprehension that any lands without a Crown grant were liable for settlement.

McLean deliberately limited the extent of land reserved for Maori near Masterton, in the heart of the Korou lands, and advised the surveyor:<sup>71</sup>

I believe the Natives will be demanding extravagant reserves at Opaki, Makoura, Koangawareware 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.

The three blocks mentioned by McLean were all located near where Retimana and his immediately family were based. The Makoura deed did not stipulate any reserves and neither did the Opaki deed. However the 1,000 acre reserve for Wi Waka appears to have been located within the Opaki area.<sup>72</sup> By 1861 only the 300 acre Waingawa Reserve had been set aside for 'Retimana, Inia and others.'<sup>73</sup> It seems that the possibility of 'extravagant reserves' was largely avoided.

Mein Smith, government district surveyor wrote that he was having difficulties in surveying the 'Waingawa' area (to the south of present day Masterton). He believed that the area between Makoura and Manaia would be the best area for the new town, but that the latter had not been purchased and the money owed on the Makoura area was due for payment. He also complained that McLean had still not provided him with the boundaries of the purchased lands or of the reserves.<sup>74</sup> The early purchases were poorly defined; a fact which caused problems for officials who later had to sort out the confusion.

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<sup>71</sup> McLean to Capt. Smith, 20 October 1853, AJHR 1861 C-1 p.263.

<sup>72</sup> See SO 10619, LINZ, National Office, Wellington.

<sup>73</sup> Return of Native Reserves, AJHR 1861, E-No.10.p.11.

The lack of survey information may have affected the five percent payments. More importantly, the failure to properly survey the areas may have led to further Crown purchases, to avoid complex court cases to determine title and relative interests. The area south of Masterton, north of the Waingawa River appears particularly confused with a number of overlapping deeds.

In 1862 Retimana and Kini wrote a letter of complaint to McLean:<sup>75</sup>

This indeed is our thinking, you had better come back to put an end to our doings, because your practises, as indicated by you and the Governor have not been satisfactorily fulfilled. Our land is awaiting for those tasks to be ended. [because your work is not properly completed.] ... You should end those tasks to make right the ending for the land, because the compensation [payments] for the land [lands] has not been paid. Listen our parent, McLean, come together, you and our friend Governor Grey. He whom commenced it should be the one to end the arrangements for our land. It is for you two, because you two are like the Kotuku, which is seen only once.

Te Retimana was already perhaps seventy years of age when the first deeds were signed. He was apparently involved in the first transactions, the gifting of church lands at Kaikokirikiri and the first Crown Purchase at Castlepoint. Thereafter his involvement appears relatively minor, only signing one other deed during the 1853-1854 period, that of Whareama North. Apart from Castlepoint, his wife Hoana only signed Makoura. Yet Te Retimana was still able to write to Grey in 1862 (above) so clearly was not enfeebled by age. It is more likely he simply stood aside from the transactions.

Altogether there were five deeds signed by Retimana, Hoana, Erihapeti or Karaitiana. Only Karaitiana Te Korou signed all five deeds, two without other members of his immediate family. According to the register of chiefs compiled around 1866 Karaitiana was then around twenty six years of age.<sup>76</sup> He therefore would have been

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<sup>74</sup> McCracken, Helen, 'Land Alienation in the Wairarapa District' 1854-c.1870s, CFRT DRAFT, September 2001. Para 2.3.4.pp.22-23

<sup>75</sup> Kini & Retimana Te Korou to McLean, 9 January 1862. Smith, 'Tukuwhenua in Wairarapa: The Maori Response to the Post-purchase Period of 1853 and 1854' DRAFT, October 2001, p 55-56. Jane McRae Alternative Translation May 2002.

<sup>76</sup> Register of Chiefs, c 1866, MA 23/25, NA, Wellington

about thirteen when he signed the Crown purchase deeds of 1853. The two ‘deeds’ signed by Karaitiana without other members of his immediate family have both been listed as ‘receipts’ by Turton. However, Rigby points out that there was no clear distinction between the documents which Turton classed as ‘deeds’ and ‘receipts’.<sup>77</sup>

Presumably Karaitiana inherited his rights to the land from one or the other of their parents, yet some of the most important transactions were signed without either parent participating (this applies also with Erihapeti later in the Manaia deed). The Crown’s actions in the 1853-1854 period were completed at whirlwind speed. As Rigby has pointed out, the great speed of the purchasing meant that a thorough investigation of who exactly had the right to sell could not have taken place.

Karaitiana is recorded as signing the ‘deed receipts’ but not the ‘deeds’ for the two blocks that he signed without other members of his family. The reason why Karaitiana only signed one of the Manawatu ‘deeds’ is unclear. The ‘deed’ of 10 December 1853 was signed on the same day and witnessed by one of the same witnesses as the Makoura deed, which Karaitiana did sign. It appears to be on the strength of signing the Manawatu ‘deed receipt’ that Karaitiana received five percents payments for that area. The key point is not that the ‘receipts’ were not of the same status as the ‘deeds’ but rather that the transactions were conducted in a hurried and shoddy fashion without adequate determination of who the right holders to the land were.

The position played by Ihaia Whakamairu is similarly unclear. It is possible that Ihaia acted as an agent for his wife and her family in some of the transactions. He signed for one of the more important transactions, the Kohangawariwari deed transacted in Wellington. The whanau was closely associated with the Waingawa and Ngaumutawa reserves around Masterton as was revealed during later Native Land Court hearings. Joseph Masters, the founder of Masterton, believed that Ihaia himself ‘was not considered a Chief’. Masters’s recollections perhaps support the argument that Ihaia

acted on behalf of his wife's or his wife's family's interests. However, Ihaia was not a signatory to the Makoura transaction, which covered part of the Masterton area. Masters nevertheless saw Ihaia's role as pivotal in the negotiations for Masterton, writing: 'This man was instrumental in inducing others to sell the land to the Government for me, to form the small farms.'<sup>78</sup> The formation of Masterton is discussed in more detail below.

It is possible that signers from the Korou family were acting as agents for Te Retimana and Hoana, who in turn were acting as representatives for the Kaikokirikiri and perhaps other communities. The Crown, however, treated the signers as individual title holders on a legal deed of conveyance making little attempt to determine who the signers were and who they represented. Thus the Crown had no knowledge of the necessary extent of reserves, and who the recipients of the purchase money and later five percent payments should be.

#### ***2.4. What Prompted the Change in 1853?***

There is little specific evidence as to why Retimana Te Korou and his family 'changed their minds' on land dealings with the Crown if indeed that is what happened. Despite Te Korou's resistance to European purchases, Retimana apparently responded positively to Grey's and McLean's overtures in 1853. Promises made by Crown agents, the role of the suspension of leases, the different beliefs of the new a younger generation of rangatira – all contribute to an understanding of what happened in 1853.

General factors may have induced members of the whanau to transact with the Crown. Whatahoro Jury later recalled the expectations of Wairarapa Maori had when signing the early deeds:

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<sup>77</sup> Rigby, Barry, Wairarapa Crown Purchases 1853-1854, DRAFT 29 November 2002. Section 2.1 Deeds and Signers.

<sup>78</sup> Autobiography of Joseph Masters c. 1871. MS-Copy-Micro-171. ATL p.61

Some of the lands were sold by the people of Wairarapa to McLean at a low price, so that provision should be made for a revenue to them out of the proceeds. The particular reasons are set forth in the deeds of conveyance, one of them being a promise to establish hospitals for the benefit of the Natives, that the Natives would have free medical attendance, and that the Government would give to the Natives flour mills, and that the old chiefs would receive pensions; and that, moreover, the Government would refund to the Natives 5 percent out of the proceeds of the land.<sup>79</sup>

Takirangi Smith similarly argues that the Wairarapa Maori would have understood the agreements as a form of *tukuwhenua* agreement with an ongoing obligation of reciprocity, and that the *rangatiratanga* remained with the chiefs who signed the agreements<sup>80</sup>. Smith argues that the exchange would not have been understood as an alienation of land in the European sense of the word<sup>81</sup>. He also argues that the verbal agreements made during the negotiations would have been more important to the Wairarapa Maori than the written agreements. Furthermore, Smith points out that on the written Maori documents the meaning conveyed is very different to that indicated in the English language versions.

#### 2.4.1. *The Korou Whanau and the Establishment of Masterton*

The history of the establishment of the town of Masterton is useful in appreciating Maori understandings of the 1853 land deals with the Crown. Arguably one of the chief advantages the Crown offered to Wairarapa Maori was the location of settlements in the area. Bell commented on the Maori perception of the proposed New Zealand Company ‘Canterbury’ settlement thus:

That formed the principal – I had almost said the only – inducement to the natives to give up a large annual rent actually in their hands, in exchange for a *comparatively moderate* purchase money. In the establishment of a large Settlement the demand that it would create for their produce or labour, the benefits of civilization which it would assure them and especially the advantages of religious and educational provision offered by the Canterbury scheme -... [emphasis added]<sup>82</sup>

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<sup>79</sup> Stirling, Bruce, *Wairarapa Maori and the Crown, 1845-1945*, CFRT DRAFT, October 2001, para.3.3.1, at footnote. 226, From ‘Minutes of Meetings With Natives and Others’, p.63. AJHR, 1891, Session II, G-1.

<sup>80</sup> Smith, Takirangi, *Tukuwhenua and Maori Land Tenure in Wairarapa* CFRT DRAFT. October. 2001. p.292.

<sup>81</sup> Smith, Takirangi, *Tukuwhenua and Maori Land Tenure in Wairarapa* CFRT DRAFT. October. 2001. p.289.

<sup>82</sup> Bell to Principal Agent 31 December 1849, cited in Walzl, Tony, *Land Purchasing in the Wairarapa 1840-54*, Final draft November 1999, p. 205.



Although the Canterbury settlement in Wairarapa foundered, the town of Masterton did not. Its eponymous creator Masters wrote of how he went to Grey and then to Retimana to argue his case:

I want a block of not less than 25,000 acres set apart, through which the main road will pass, so as to give employment to the new settlers. Sir George Grey then said ‘If you go and take it at Ahuriri, I will set apart 100,000 acres’. This I declined, stating that I had great respect for Wellington, and should prefer it in the Wairarapa, Sir George Grey, said “The Government have no land there, but if you could induce the Natives to sell such a block, I will send Mr. McLean to purchase it.” I therefore at once got a packhorse, with tent and other articles, and got Mr. Jackson to go with me as interpreter, calling at the residence of Mr. Borlase on our way to Ngamutaua, where we had a long conversation, part Maorie and part English; however, we made Isaiah understand, who conversed with Richmond the chief [Te Retimana], who said, “If it be true what this man says, we will get the Natives to sell this land.

In order to ascertain the truth, the old man ordered his son-in-law Isaiah, [Ihaia Whakamairu] to go down to Wellington and see Sir George Grey. Isaiah followed me down, and called upon me in Wellington, and I went with him to see His Excellency. Isaiah was satisfied, and said he would use his influence to induce the Natives to sell the land I wanted. Sir George Grey, put his hand into his pocket and took out a quantity of sovereigns, which he handed to Isaiah to pay his expenses, saying that Mr. McLean would be in a few days, and would purchase the land for Masters.<sup>83</sup>

Charles Bannister recorded a version of the arrival of Joseph Masters.

That evening Hohepa asked the Maoris if they would like a town built somewhere near them, pointing out the things they could buy from the shops, and all the things best for the Maoris. Hohepa stayed with them for three days on his first visit. The day before he left, he asked them if they would sign a “pukapuka” (paper) telling Sir George Grey that they would sell some of their land to make a town; but not all of it. They would sell the land close to their kainga or pa. The blocks of land mentioned in the pukapuka were Manaia, Upper Plain, Masterton and Opaki. Akura was to be reserved, also Kaikokirikiri and some other parts. The Maoris signing the pukapuka were Retemana, Heremaia, Ropiha, Wereroa, Tukunohi, Penehamini, Paora Tihei and others. These were the leading Maoris of the Masterton district.<sup>84</sup>

Joseph Masters recounted his own version saying:

I had to go among the natives, to induce them to sell the land to the Government, my argument with them was that if they would sell the land, I wanted to the Government for me, I would put up shops, the same as in Wellington ...<sup>85</sup>

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<sup>83</sup> Autobiography of Joseph Masters c. 1871. MS-Copy-Micro-171. ATL p.70

<sup>84</sup> Bannister, Charles. Early History of the Wairarapa 1st ed. Masterton 1940, p. 10

<sup>85</sup> Autobiography of Joseph Masters c. 1871. MS-Copy-Micro-171. ATL p.32

Bagnall points out that Master's recollections somewhat condense the story of the foundation of Masterton, and that the actual purchases were completed by other people.<sup>86</sup> However the role of both Masters and that of Retimana and Ihaia in the foundation of Masterton remained important. They have certainly become part of the popular history of the foundation of the settlement.

Today, a memorial sign stands outside the Masterton Council building with the photographs on the cover of this report and the following excerpt from the text:<sup>87</sup>

Masters was also looking for land in Wairarapa. He was promoting the concept of small farm settlements whereby groups of working men could pool together and buy large blocks which they could subdivide amongst their membership.

In March 1853, a Small Farm Association was formed. Masters and C.R. Carter (after whom Carterton is named) paid a visit to Governor George Grey convincing him of the scheme. Masters and committee member, H.H. Jackson, met with Te Korou at the village of Ngaumutawa, west of Masterton. Te Korou's tribe decided to sell some of the nearby land for the Association. Hence, the small farm settlement of Masterton began in May 1854.

Masters was a vigorous promoter of Masterton, representing the area on the Wellington Provincial Council and helping to establish the Trust Lands Trust. He died in December 1873.

Te Korou became disillusioned with pakeha settlement and he and his son, Karaitiana supported the King Movement during the turbulent 1860s. When Te Korou died in 1882 however, many of Masterton's leading settlers joined in the 300 strong cortege, which made its way to Te Korou's burial place in the Masterton cemetery.

Te Korou and Masters are buried 50 metres apart in the Pioneer Cemetery in Queen Elizabeth Park.

#### *2.4.2. Later Whanau Involvement with the Town*

As noted above, Masters saw Ihaia as a key figure in the establishment of the town and later described him as:

the only Maorie at Masterton, who evinces a desire to imitate the Europeans, in house and manners, but his wife is a termagant and throws the crockery at his head, and says she will have none of his pakeha ways.<sup>88</sup>

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<sup>86</sup> Bagnall, Austin, *Wairarapa: an Historical Excursion*, Wellington, 1976, pp. 148-149

<sup>87</sup> Text by Gareth Winter. Original photographs held at Wairarapa Archive collection

<sup>88</sup> Autobiography of Joseph Masters c. 1871. MS-Copy-Micro-171. ATL p.61

A ‘termagant’ in the old Christian mystery plays was represented as a violent and overbearing personage.<sup>89</sup> The ‘termagant’ to whom Masters referred was Retimana’s daughter Erihapeti – not his wife.

Korou whanau land holdings within the town were limited. Ihaia Whakamairu purchased a Perry Street section in Masterton in 1877.<sup>90</sup> He was one of the few family members to adopt freehold title as a means of landholding. He was also an owner of Masterton Section 32.<sup>91</sup> By 1897 there was only one section within the Borough of Masterton owned by a person classed as a ‘Maori’. This was on Perry Street and was owned by Hapeta Whakamairu the son Ihaia. The valuation for the section, including the two houses on site, was £500. Perhaps an indication of how far removed Masterton’s pakeha community was from their Maori hosts is seen in that Hapeta Whakamairu’s occupation was listed as ‘Nigger’ in the Valuation Department’s official register for the Borough of Masterton.<sup>92</sup> This was less than 50 years since Hapeta Whakamairu’s father Ihaia had left with Joseph Masters to visit Wellington to found the township. The Perry street section was transferred from Hapeta Whakamairu to Elizabeth Pike ‘wife of John Pike of Masterton’ on 11 June 1902.<sup>93</sup>

If Retimana and his whanau had hoped for benefits for whanau members or for local Maori generally within the Borough of Masterton, clearly something had gone grievously wrong. The attitude of settlers to the whanau was somewhat ambivalent. They were a relatively frequent subject of newspaper reports – on the whole of a negative nature, focussing on court cases and troubles within the whanau. The death of Retimana was covered, as was his son. A greater space was devoted to the death of Hoana in a house fire.

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<sup>89</sup> OED online <http://dictionary.oed.com/entrance.dtl>. Another definition of termagant is the name of an imaginary deity held in Medieval Christendom to be worshipped by Muslims:

<sup>90</sup> Certificate of Title WN 10/294, Land Information New Zealand, Wellington Regional Office.

<sup>91</sup> Gawith and Hartley, Masterton Block Document Bank, Alienations to 1900.

<sup>92</sup> Valuation Department 3/30 General Valuation Roll 1897 Borough of Masterton. Part Town Acre Section 110. Valuation Number 109, Wairarapa Archive, Masterton.

On a more positive note, many whanau members held positions in the Akura Maori Racing club. The club was renamed the Kotahitanga Maori Racing Club in 1893.<sup>94</sup> That same year Karaitiana Te Korou held the position of steward, as did his sons Kereu, Hamuera and Waho. W. Karaitiana and G. Ellers were clerks of scales.<sup>95</sup> The racing club was evidently a success among Maori and Pakeha. The Wairarapa Daily Times reported that the May 1893 meeting was ‘well attended both by Natives and Europeans.’ The paper went on to state: ‘The Natives are to be congratulated on their good management.’

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<sup>93</sup> Certificate of Title WN 10/294, Land Information New Zealand, Wellington Regional Office.

<sup>94</sup> Wairarapa Daily Times, 25 April 1893 p.2 col. 8

<sup>95</sup> Wairarapa Daily Times, 19 May 1893 p.2 col. 9

### **3. Chapter 3: Post 1854 Purchasing**

The post 1854 Crown purchase agreements are related to those for the 1853-1854 period in that many of the agreements cover the same area. In the period immediately following the 1853 transactions, Wairarapa Maori were suffering from the loss of income derived from rents and delays in payments due for their lands. Payments derived from the five percents fund were especially erratic. Financial difficulties may have contributed to the sale of land. Delays in the issue of Crown grants prevented the owners from legally dealing in their lands. Only a handful of Crown grants would be issued in the Wairarapa prior to the establishment of the Native Land Court.

#### **3.1. The Wairarapa Five percents**

##### *3.1.1. Background*

The five percents clause was a feature of some of the Wairarapa Crown Purchase deeds for the 1853-1854 period (although at a much later date several other transactions would also contribute to the five percents fund). The five percents funds scheme had several important implications for Retimana and his immediately family. The early limitation the government placed on how the funds were derived and the rather ad hoc manner in which the funds were initially distributed had a direct financial impact upon the family. At various times, outlined elsewhere in this report, the family were selling lands to pay for their day to day living when they were owed money by the Government, and when the Government had paid money owing to the family to other parties. Only one of the many services promised by the five percents scheme was ever actually provided to the family members, that of the doctor based near Papawai, and the family had strong reservations about even that.

Walzl has looked in some detail at the five percent fund in his report dedicated to the issue. The fullest version of the clause can be found on the deed for Block 1, West Side of Lake, Wairarapa District. The English translation of this deed states:<sup>96</sup>

It is further agreed to by the Queen of England on her part to pay us at certain periods within certain years to be decided on by the Governor of New Zealand and ourselves, that is, that we are to have a certain additional consideration for the lands we have sold, to be paid to us for the forming of schools to teach our children, for the construction of flour mills for us, for the construction of Hospitals and for Medical attendance for us, and also for certain annuities to be paid to us for certain of our Chiefs; but it is hereby agreed that we ourselves and certain officers who shall be appointed by the Queen of the Governor of New Zealand shall carefully discuss in committee to which and what times and in what proportions the said money shall applied to each of the purposes above specified.

### *3.1.2. The Korou Whanau and the Five Percents*

One of the Crown Purchase Deeds signed by the whanau members during the 1853-1854 period had a five percents clause stated on the English version of the deed. This was the Makoura block where the clause: ‘Ko nga koha ano ia e whakaritea mo matou o taua wahi’ was included.<sup>97</sup> The English translation was: ‘The five (5) per cent will be allowed to us on this purchase.’ Karaitiana, Erihapeti and Hoana all signed the Makoura deed. As noted by Smith, it was common for the five percent clause to be similarly abridged in other deeds.<sup>98</sup>

The deed for the Manawatu Block also contained a five percent clause. Karaitiana signed the first installment receipt for this block. The Maori version stated: ‘Ko nga koha ano hoki ki Te ritenga o nga koha I wakaturia ki Wairarapa e homai ano ki a matou.’ The translation provided in Turton’s Deeds was: ‘The five (5) per cents also, that are usually paid in the Wairarapa purchases will be paid to us.’<sup>99</sup> The English translation implies that the five percent practice was broadly applied to other Wairarapa land transactions.

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<sup>96</sup> Turton, Deeds, Vol II. Deed No.88, pp.267-268.

<sup>97</sup> Turtons Deeds, Vol II, Deed No.103, Makoura Block.p.285.

<sup>98</sup> Smith, Takirirangi, Koha and the Ngati Kahungunu, CFRT Draft, November 2001, p 1

According to Walzl an important Crown policy decision around 1856 was to limit payments to only those blocks which stipulated the five percent clause in the deed.<sup>100</sup> For members of the whanau this policy would mean that only a minority of the blocks to which they signed would yield a five percent payment despite the inference contained in the Manawatu Block deed.

Walzl found that the five percents funds were initially used to provide cash payments to individuals. During this early phase of the policy, the members of Retimana's whanau may have largely missed out on these payments. McLean recorded a £10 payment paid to 'Karaitiana' in May 1853.<sup>101</sup> Apparently £10 had been paid to a 'Karaitiana' in August 1855. A note on the schedule wondered if the payments might have been confused. The August 1855 payment was for the Makoura Block so presumably the payment was made to Karaitiana Te Korou.<sup>102</sup> The return also listed another payment for Makoura.<sup>103</sup> However it appears that most of the payments given during this period were made to other people.

In 1860 Karaitiana and Wiremu Waka addressed the Kohimarama Conference and expressed their concern that the money owing on the lands had not been paid: 'Our lands are sold to you, but we have not yet received the payment, and we have become like dogs through waiting for the price of our lands.'<sup>104</sup> On 4 August 1863, Karaitiana, and other whanau members sought payment from Mantell:

This my word to you concerning the five per cents for makakahi – that you should give it to Ihaia – that land belongs to us alone – the portion remaining that has not had the 5 per cent paid – they have received their portion. Ihaia knows all about it. Will you give Ihaia £200'0 and he will bring it.<sup>105</sup>

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<sup>99</sup> Turttons Deeds, Vol.II., No. 102, Manawatu Block.p.284-285

<sup>100</sup> Walzl, Tony, The Wairarapa Five Per Cents 1854-1900, Final Draft 1999. p.44.

<sup>101</sup> Walzl, Tony, The Wairarapa Five Per Cents 1854-1900, Final Draft 1999. p.17.

<sup>102</sup> Walzl, Tony, 'Ngai Tumapuhia Supporting Papers Vol. II' p. 434. (from MA 13/96a).

<sup>103</sup> Walzl, Tony, The Wairarapa Five Per Cents 1854-1900, Final Draft 1999. p.17.

<sup>104</sup> Kohimarama Conference, Reply from Ngatikahungunu, No. 3. BPP 1861, p.103.

<sup>105</sup> Retimana 'kawhakawa Maori', Henare Wai Te Ngae, Erihapeti, Mereana, Karaitiana to Mantell, 4 August 1863, From Maori Affairs Department Special File 13/96b. Walzl, Tony Ngai Tumapuhia Supporting Papers p.761, Historic Translation.

On the same day Karaitiana asked for payment for land he called Ihukawa:

Will you give me some money[,] is there no five per cent due on Ihukawa [?] I had no money from that land. Will you give me some money on that land. If you wish me to go to you I will do so.

Karaitiana also wrote regarding who should receive the payments:

I write to you respecting the money you gave to Ngatuere – where was the money from – will you tell me whether it was for Makakahi or for Te Kokohutu friend I am alive still it is not right of you to give it to another person.<sup>106</sup>

He was apparently objecting to a payment of over £53 made to Ngatuere. The area he refers to, Makakahi was part of the Manawatu block.<sup>107</sup> He reminded Mantell of the principle of the five percent payments:

I write to ask that the 5 pr cent of Masterton may be given to me. it is done in this way – for every one hundred pounds, five pounds is given back – that land is occupied by the Europeans – will you give it to Ihaia Whakamairu – friend Mr Mantell you must give it to Ihaia Whakamairu.<sup>108</sup>

In June 1864 Retimana Te Korou and Ihaia Whakamairu, along with six others signed a petition to Grey objecting to the suggestion that a consolidated one off payment may be made:

We are saying to you, what is the reason for the delay in giving over the koha of our kainga, inasmuch it has been eleven years. At this point we ask you to explain, also because we now desire that the koha of all our kainga, of Wairarapa, [the grants for all our villages here in Wairarapa] for those eleven years that have gone [*insert*. be sent to us]. Elder, release it now immediately.

We have heard a message from the Government at Poneke. It is said that the essence of the koha for our kainga will be given, and that it shall be consolidated and that it will be large [We have heard Government here in Poneke say to give the very grants for our villages, but that they should be augmented, be increased ...] in order to put an end to those koha, so that there shall be no koha after.

May you understand, we are not acceptable to that custom. Absolutely not. That one that we agreeable to is; that the koha continues within our kainga, [only the grants which come to us from our villages here...] whether it be small, or whether it be large it should continue to be given. Every year the koha we should be sustained, and when we die it

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<sup>106</sup> Karaitiana Te Korou to Mantell, 4 August 1863, Walzl, Tony Ngai Tumapuhia Supporting Papers p.762, Historic Translation.

<sup>107</sup> See Rigby, Barry, Figure. 8.

<sup>108</sup> Karaitiana Te Korou to Mantell, Walzl, Tony Ngai Tumapuhia Supporting Papers p. 764, Historic Translation.



goes to our children. [in all the years we are alive and up to our deaths, and even to our children;...] <sup>109</sup>

Swainson wrote to the Native Minister in 1866, providing returns for the five percent accounts. He added a warning:

Whatever arrangements are decided upon by the Native Minister, either for a final payment or for the payment of amount due to Sept 1865, great caution will be necessary; and I respectfully request the Native Minister's attention to the fact that many of the claimants are, or were, in arms against Her Majesty's Government. <sup>110</sup>

At this time Karaitiana would have fitted this description, having left with Ngairo to join with the Pai Marire. It is unclear if the concerns about the allegiance of some of the recipients of the funds was a motivating factor but the Report on the Payment of Balances on the Wairarapa Five Per Cents does not list any payments in the period 1866-1869.

In 1867 a petition from Wairarapa Maori complained, among other things that the payments of the five percents had not been made. The Native Affairs Committee looked into the complaints and found that there were indeed payments owing on the lands and recommended that the payments, less the Papawai mill expenses of £400, be distributed immediately. <sup>111</sup> However it appears that no payments were made until 1870, several years later. The 1870 payment is listed in Turton's receipts and Karaitiana Korou, Hoana Retimana, Erihapeti and 'T. Whakamairu' and six others signed a receipt for £100. The English translation of the deed receipt published in Turton's Deeds states:

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<sup>109</sup> Te Wereta Kawekairangi; Tamaihikoia Te Piata; Te Manihera Te Rangitakaiwaho; Ngatuere Tawirimatea; Hemi Te Miha o Te Rangi; Te Retimana Te Korau; Ihaia Wakamairu; Raniera Te Ihooterangi to Governor Grey, June 1864, Smith, Takirirangi translation. Smith, Takirirangi Koha and The Ngati Kahungunu: Interpretation of the Five Percent Purchases in Wairarapa CFRT DRAFT, November 2001 .pp.11-14. Jane McRae Alternative Translation May 2002.p.1.

<sup>110</sup> Swainson to Native Minister 28 April 1866, cited in Walzl, Tony, The Wairarapa Five Per Cents 1854-1900, Final Draft November 1999. p.24.

<sup>111</sup> Le 1 1867/13, Archives of Legislature, National Archives, Wellington

The amount of five per cents we have now received is one hundred pounds sterling and the Government will furnish us with the accounts of the pieces sold with that block up to that time.<sup>112</sup>

In August 1871 a letter signed by M. Rangitakaiwaho and fifteen other signatures, on behalf of others (na te iwi katoa) including Retimana Te Korou and Ihaia Whakamairu asked that £25 be paid to Ngairo from the 5% payments.<sup>113</sup>

### 3.1.3. *Heaphy's 1873 Five Percents Payments*

In December 1873 Heaphy reported the expectation that the Makoura payments would be made every three years.<sup>114</sup> Heaphy wrote:

The last sales in this block took place in 1861, and the 5 per cents amounted to £54 8s. 3d. This exhausted the area of the block, and with it the possibility of further accumulation of "Koha." The Natives were, on 4th January 1863, paid the sum of £54 8s. 3d. In November 1870, Mr. Kemp paid the sum of £100 on 5 per cents in this block. The Natives attributed this payment to the high price at which land has been sold (privately) in Masterton, and looked to me to make a similar payment to them as Mr. Kemp had made. After a very long and tedious discussion, I caused them to understand the real position of the account and the terms of the contract, and they ceased to ask for payment.<sup>115</sup>

A contentious issue arose with the Manawatu block. The Crown paid the sum of £54.4.11 to Ngatuere in 1863. Heaphy received objections from Karaitiana about this payment and acknowledged: 'the impropriety of their being charged with the sum of £54 4s 11d paid to Ngatuere, by Hon. W. Mantell's directions, so far back as 1863'. He admitted that this was 'the most difficult matter of all to settle.' Ngatuere had not signed the Manawatu deed and had apparently received the money for his own use rather than for distribution among other claimants.<sup>116</sup>

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<sup>112</sup> Deed Receipts 'Makoura Block, Masterton (Five per cents) Turton's Deeds, Deed Receipt No. 81.p.477.

<sup>113</sup> Walzl, Tony, *The Wairarapa Five Per Cents 1854-1900*, Final Draft November 1999. p.53. Ngai Tumapuhia Supporting Papers, Vol. 3 p. 506-507. (from MA 13/96b)

<sup>114</sup> Report to Native and Defence, 16 December 1873, MA 13/96 Cited in Smith, Takirirangi translation, Smith, Takirirangi Koha and The Ngati Kahungunu: Interpretations of the Five Percent Purchases in Wairarapa CFRT DRAFT. November. 2001.p.29.

<sup>115</sup> Report on the Payment of Balances on the Wairarapa Five Per Cents. AJHR 1874, G-4,p.3.

<sup>116</sup> Report on the Payment of Balances on the Wairarapa Five Per Cents. AJHR 1874, G-4, p. 4

Nevertheless Heaphy left the money paid to Ngatuere on the credit side of the accounts.<sup>117</sup> He noted that ‘although the money was eventually taken, and in good temper, yet some of the recipients expressed an intention of inquiring further into the matter.’ Ngatuere had also received a payment of £10 in 1862 and in 1863 another of £37 8s 3d for the Makoura block yet had not signed the Makoura Deed.<sup>118</sup> As noted above, Karaitiana had raised the issue of the Makoura block at the time, asking for payment for ‘Masterton’ in 1863.

#### *3.1.4. The Five Percents Fund After 1873*

One of the more important promises in the five percents clause was the promise for medical treatment. The issue has been covered in reports by Walzl and Stirling and will only briefly be traversed here. According to Joseph Masters, Maori were concerned about the doctor even before his salary was subsidised by the five percents fund. Masters wrote: ‘The Doctor is paid by the Government but they have no faith in him.’<sup>119</sup> However the payments for the doctor were eventually deducted from the five percents fund.

Heaphy agreed with Maori saying: ‘I do not think the principle of charging Dr Spratt’s salary (or half of it), on the 5 per cents generally is a sound one.’ He also noted opposition among the ‘natives of the upper valley and the coast blocks’ to the charging of half of Dr. Spratt’s salary against the five percents funds.<sup>120</sup> He believed that as Dr. Spratt generally only attended to the needs of Maori living within twenty miles of Greytown, and because nearly all of the lands subject to the five percent payments within that area had already been sold, another arrangement was necessary. Maunsell repeated this observation two years later, when he queried whether Dr. Spratt’s income was to be subsidised by the five percents fund. Stirling confirms that

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<sup>117</sup> Report on the Payment of Balances on the Wairarapa Five Per Cents. AJHR 1874, G-4, p. 8. [incorrect date listed, should be 1863]

<sup>118</sup> Turton’s Deeds, ‘Makoura Block’ No. 103 p 285 and Report on the Payment of Balances on the Wairarapa Five Per Cents. AJHR 1874, G-4, p.6.

<sup>119</sup> Autobiography of Joseph Masters c. 1871. MS-Copy-Micro-171. ATL p.62

<sup>120</sup> Walzl, Tony, The Wairarapa Five Per Cents 1854-1900, final draft, 1999. p.76.

the great majority of Dr Spratt's patients were from the Greytown area.<sup>121</sup> Those living at Masterton evidently either went to someone else, or went without.

In 1881 Erihapeti listed the poor provision of medical services among a series of complaints to the Native Minister:

Another cause of dissatisfaction is the native medical officer. In the year 1872-3 I sent a petition to the Government on behalf of the tribe asking them to discontinue his services, but the Government did not consent. Shortly after, the Maoris sent a second petition requesting the Government to discontinue his services on account of his unsatisfactory treatment of those requiring medical aid, but this was also refused and we were further informed that if we objected to him we must go and see another Doctor and pay him ourselves. I acted upon this and have always gone to another man, whom I have paid for his services. Another cause of discontent is, there being no schools established, churches, hospitals or flour mills, yet a certain amount is withheld from us for the support of institutions which do not and have never existed.

I am quite aware as to the reason why those five per cents were made payable to us...<sup>122</sup>

### *3.1.5. Overview of Five percents*

Whanau members were affected by the Crown's 'loose' administration of the 5% fund and the policy decision to limit its application to only those blocks where it was specifically named on the deed. Whanau members objected when other parties received payments to which they believed themselves to be entitled. Correspondence from whanau members also clearly shows dissatisfaction with the level of payment.

It also seems that the whanau were disadvantaged by where they lived. The Government may not have paid a great deal of attention to where in fact the Wairarapa Maori population was situated. Prior to the 1853 purchases it had been noted that a quarter of the entire Wairarapa Maori population lived at Kaikokirikiri. Of a total Wairarapa population estimated at 780, the Kaikokirikiri population was estimated to be 196 persons, with 89 men, 54 women and 53 children of both sexes.<sup>123</sup>

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<sup>121</sup> Stirling, Bruce, *Wairarapa Maori and the Crown, 1845-1945*, CFRT DRAFT, October 2001, Table 8.4.2. DRAFT, Vol.4

<sup>122</sup> Walzl, Tony, *The Wairarapa Five Per Cents 1854-1900*, final draft, 1999 p.73, Ngai Tumapuhia Supporting Papers, Vol.1 pp.105-106. Alternative translation of Maori version is provided McRae.

<sup>123</sup> 'Kaikokiukiu' Return of Population within the Block of Land proposed to be sold in the Wairarapa, H.T. Kemp, January 1849 BPP. 1849 (1120) p.87, Irish University Press.

Kaikokirikiri was by a considerable margin the principal Maori settlement, more than twice the size of the next largest Maori population centre.

Most of the projects aimed at benefiting Wairarapa Maori were directed well to the south of the Kaikokirikiri/Masterton area. Although some of the projects initially charged against the five percent fund were in the end not calculated against the five percents payments, this decision was perhaps even less equitable. For the funds set aside to pay for these projects effectively became grants to the respective individuals and groups. Searancke reported that the Maori at the ‘top of the valley’ believed that they too were due some support for building a mill.<sup>124</sup>

The payments had not been made with the involvement of the former land owners, as had been promised at the outset. Nor were the payments transparent. In 1881 Karaitiana complained that no accounts of the land receipts had been provided, this despite the fact that the receipt for the 1870 payment on Makoura had promised accounts would be supplied for ‘the pieces sold within that block’.<sup>125</sup>

Whanau members were at the forefront of Maori protest to government over the five percent fund in the 1860s and 1870s. Their role as a chiefly family may have meant they were appealing on behalf not only of themselves, but the wider community.

### **3.2. Bishop’s Reserve**

Wairarapa Maori including Retimana’s family donated the Bishop’s Reserve lands to facilitate the education of their people. The proposed schools never eventuated. The reserve was therefore an important issue for the family, as they lost the benefits of sale or rental from the land without gaining any corresponding educational benefit.

The gift of land for Papawai and Kuripuni was reported in the Spectator in 1853:

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<sup>124</sup> Searancke to McLean 18 July 1858. McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001, para. 4.3.20.

We understand that the Wairarapa Natives have granted to the Bishop of New Zealand two blocks of land in the Wairarapa district, one of 500 acres at Papawai, between Mr Morrison's and Mr Borlase's stations, and another at Kuripuni, [The second reserve was relocated to Kaikokirikiri:<sup>126</sup>] near Mr Donald's station, for education proposes. Industrial schools in connexion [sic] with the Church of England will be established at both places for the education of both races, and it is intended that the Native townships shall be laid out, and flour mills built in their vicinity. [McCracken's correction]<sup>127</sup>

McCracken indicates that the reserve would appear to have been in accord with Grey's general native policy, to offer the benefits of health and education.<sup>128</sup> Very little evidence survives of the promises made to the donors. However some clues to the churches professed intentions are evident in the Deed for reserve:

Whereas a College is about to be established in the Wairarapa Valley under the Superintendence of The Right Reverend George Augustus Lord Bishop of New Zealand for the education of children of our subjects of all races and of children of other poor and destitute persons being Inhabitants of Islands in the Pacific Ocean And whereas it would promote the objects of the said Institution to set apart a certain piece or parcel of land in the neighbourhood thereof for the use and towards the maintenance and support of the same which said piece or parcel of land has been ceded by the Native Owners for the support of said College... Together with the Rents Issues and Proceeds thereof To Hold unto the said George Augustus Lord Bishop of New Zealand and his Successors In Trust nevertheless and for the use and towards the maintenance and support of the said College so long as Religious Education Industrial Training and Instruction in the English Language shall be given to the youth educated thereon or maintained thereat.<sup>129</sup>

In 1871 the Commissioner of Native Reserves listed the 190 acre reserve in his Report as a 'College for education of children of both races and of poor and destitute persons, being inhabitants of New Zealand'.<sup>130</sup> However no schools had been built on the land. At a meeting convened by Commissioner Maunsell in 1881 to explain the state of the five percents funds, Karaitiana complained that 'the reserves for educational purposes in Masterton have not been considered.' Wi Mahupuku raised the issue as well.

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<sup>125</sup> Walzl, Tony, *The Wairarapa Five Per Cents 1854-1900*, final draft, 1999 p.72.

<sup>126</sup> Bagnall, *Wairarapa: an Historical Excursion*, p.149.

<sup>127</sup> *New Zealand Spectator and Cook Straits Guardian*, 12 March 1853. Cited in McCracken para. 1.6.2.p.12.

<sup>128</sup> McCracken, Helen, *Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s*, CFRT DRAFT, September 2001, para. 1.6.4.p.12

<sup>129</sup> Deed, entered in Register 1, Folio 57, Sir George Grey 14 June 1853. Ms-Papers-2877-Wairarapa. ATL

<sup>130</sup> Report from the Commissioner of Native Reserves, AJHR 1871, F-No.4.p.47.

Maunsell countered that ‘you speak of educational lands no charge is made for education.’<sup>131</sup>

In 1896 Hamuera Karaitiana, the son of Karaitiana Te Korou petitioned parliament about the Bishop’s Reserve. The Report on the petition stated:<sup>132</sup>

PETITIONERS pray for the return of certain lands (Ngaumutawa Block, near Masterton, and the Whitireia Block near Porirua) which were given to the Church of England on the strength of promises made by representatives of that body to establish schools, & c., for the benefit of the Maoris, which promises have never been fulfilled.

I am directed to report that, the petitioners have a just grievance, for it appears certain that the conditions under which the land was given to the Church of England by the natives have never been carried into effect. The Committee therefore recommends that the government introduce legislation for the purpose of setting aside the Crown grants issued in favour of the Lord Bishop of New Zealand and of declaring the land ‘papatupu’ or Native land, and restoring same to the Native donors, or their successors, along with all the rents accrued thereon.

The matter of the Bishop’s Reserve was one of the issues investigated by the Royal Commission on the Porirua, Otaki, Waikato, Kaikokirikiri and Motueka School Trusts in 1905.<sup>133</sup> Archdeacon Fancourt was asked about his knowledge of promises given to the donors of the Kaikokirikiri land.

[*Chairman*] The Natives at Masterton say there was a very express arrangement when the reserve was made that it was for a church, a school, and a mill: have you any knowledge of that? – No.

[*Mr. Wardell*] Have you any knowledge of the fact that Papawai was given for a boys’ and Kaikokirikiri for a girls’ school? – I never heard it mentioned; there is nothing in the grant to suggest that. They worked the two trusts together when the school was at Papawai. They have always been considered to be practically one trust.

William Iorns stated that he had been told by Retimana Te Korou, Peneamine and Ropiha that the land had been given for the purposes of a school, a mill and a church.<sup>134</sup> According to Iorns, the local Maori had been expressing their

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<sup>131</sup> Walzl, Tony, *The Wairarapa Five Per Cents 1854-1900*, Final Draft, 1999.p.72.

<sup>132</sup> AJHR, 1896, I No-3, p.7.

<sup>133</sup> Report and Evidence of the Royal Commission on the Porirua, Otaki, Waikato, Kaikokirikiri and Motueka School Trusts, AJHR, 1905, G-5.

<sup>134</sup> Report and Evidence of the Royal Commission on the Porirua, Otaki, Waikato, Kaikokirikiri and Motueka School Trusts, AJHR, 1905, G-5.p.103.

dissatisfaction with the Trust for the past twenty years. He believed that it was widely believed among both Pakeha and Maori that the land had not been used as originally expected.

According to both Kuku Karaitiana and Hapeta Whakamairu, their grandfather Retimana Te Korou, was one of the donors of the land. Hapeta Whakamairu listed those he believed were the owners of the land. These included: Karaitiana Te Korou, Retimana Te Korou, Peneamine, Te Ropiha, Te Akau, Wi Kingi Tamawheti, Tamihana Kauhanga, Ihaka Te Ao, Ani Kanara, Niniwa-ki-te-Rangi and others. Hapeta told the Commission that not one of the donors remained alive.

Some of Hapeta's evidence was recorded by the local newspaper.<sup>135</sup>

Hapeta Whakamairu said he was acquainted with the conditions [under] which the land was given to the Bishop. The whole of the people supported the action of those who handed over the land. The Bishop impressed upon them that education was of great importance to the welfare of the people. They promised to erect a college, a church and a mill. It was fifty-three years since the land was given over and not one of the promises had been fulfilled. Therefore they desired the land to be returned to them.

According to Hapeta Whakamairu 196 acres of the best land was donated for a boarding school to provide good land for growing crops for the boarders.<sup>136</sup> Hapeta was asked if he thought it would be better to allow the revenue from Kaikokirikiri to be used to educate children at Te Aute. Hapeta replied that he would not agree to that.

Stirling points to education as well as medical care as benefits offered to Wairarapa Maori during the negotiations for the 'sale' of much of the district.<sup>137</sup> As has been noted, the location of 'benefits' remained to the south of Kaikokirikiri, with a church college at Clareville, just to the north of Carterton, and a mill and doctor in the Papawai/Carterton area.

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<sup>135</sup> Wairarapa Daily Times, 26 July 1905.

<sup>136</sup> Report and Evidence of the Royal Commission on the Porirua, Otaki, Waikato, Kaikokirikiri and Motueka School Trusts, AJHR, 1905, G-5.p.100.



Again we see Korou whanau members taking a leading role in Maori protest to the government. The issue of the Bishops reserve concerned key Kaikokirikiri community lands which the owners donated as a way to provide education for the community's children. The failure to establish the school meant the community leaders were drawn into a protracted and no doubt expensive dispute with no financial or other gain.

### 3.3. Post-1854 Crown Purchases

The following section looks at a number of Crown purchases involving members of the Korou family in the post-1853-1854 period. For convenience, the transactions are summarized in the table below.

3.3.1. Table: Post 1854 Crown Purchase Deeds and Transactions

<b>(Signed by Karaitiana, Erihapeti, Retimana or Ihaia Whakamairu)</b>				
	<i>Turtons</i>	<i>Date</i>		<i>5%</i>
Castle-Point (Whareama Claims)	TDR 34	5/1/55	Retimana Te Korou Karaitiana Te Tua	–
Kaiaho and Kuripuni	148	26/6/58	Ihaia Wakamairu	–
Manaia	150	28/6/58	Erihapeti Te Korou	–
Korakonui and Ngapaiaka	158	4/2/59	Te Retimana Te Korou Erihapeti Ihaia	–
Maungaraki	159	4/2/59	Te Retimana Te Korou	?
Mataikona Block	TDR 62	12/11/59	Te Retimana Te Korou Maori matou katoa	–
Matapihi-Rangitumau	167	28/3/60	Erihapeti Te Korou	–
Te Whanga	168	29/3/60	Ihaia Wakamairu	–
Te Kohutu	176	15/5/63	Karaitiana Korou Erihapeti Whakamaire	–
Whangaehu	177	11/4/64	Karaitiana Korou	–
Seventy Mile Bush	182	10/10/71	Erihapeti Wakamairu Karaitiana Te Korou	–
Upper Tauheru (agreement)	183	15/3/72	Karaitiana Korou Erihapeti Wakamairu	–
Kurumainono	184	22/4/72	Karaitiana Korou	?

<sup>137</sup> Stirling, Bruce, Wairarapa Maori and the Crown, 1845-1945, CFRT DRAFT, October 2001 para.9.2.

			Erihapeti Wakamairu Hoana Ritimana	
Maungaraki (agreement)	186	10/5/72	Ritimana Te Korou Karaitiana Te Korou Erihapeti Wakamairu	?
Ngatapu No. 2 (part of)	187	18/11/72	Ihaia Whakamairu Erihapeti Wakamairu Karaitiana Korou	–
Tararua	192	24/10/73	Retimana Te Korou Erihapeti Wakamairu Ihaia Whakamaira Karaitiana Korou	–
Maungaraki	194	17/12/73	Retimana Korou	?
Kurumahinono	196	17/12/73	Karaitiana Te Korou	?
Blocks signed by a 'Karaitiana' include: Wainuioru and Tupapokia				

Retimana and Erihapeti (signed 'Erihapeti Ihaia') signed Korakonui, Ngapaiaka deed.<sup>138</sup> Searancke paid £50 of a promised £150 on 4 February 1859. McCracken indicates that another transaction was completed over the same area nearly a year later.<sup>139</sup> On the same day Retimana Te Korou signed the Maungaraki Block (Puhara and Tamaitiheke's) Deed.<sup>140</sup> This transaction was preceded by several others in the Maungaraki area from as early as February 1855.<sup>141</sup> A fifty acre reserve 'Tangohia' was named on the deed. This reserve would cause some controversy later.

Retimana Te Korou signed the receipt for £60 the Mataikona block in November 1859. The official translation read as follows:

<sup>138</sup> Turton's Deeds, Vol. II, No. 158 "Korakonui and Ngapaiaka Block", pp.350-351.

<sup>139</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001. Appendices: Block Histories, January 2001.pp.299-302.

<sup>140</sup> Turton's Deeds, Vol. II, No.159. 'Maungaraki Block (Puhara and Tamaitiheke's) pp.352-353.

<sup>141</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001. Appendices: Block Histories, January 2001.pp.303-308.

We have received the payment of the rent of our Land at Matikona and at Aohanga the payment for the first year. The sum was paid to us by Mr. Searancke viz., £60 on this the 12<sup>th</sup> day of November 1860.

The receipt was signed ‘Te Retimana Te Korou X, ma matou katoa.’ Officially translated ‘for and on behalf of us all.’<sup>142</sup>

According to the Turton’s Deeds entry, 31 people signed the Matapihi-Rangitumau deed on 28 March 1860.<sup>143</sup> Erihapeti Whakamairu and a ‘Hoana Maori’ signed. Wiremu Waka, Marakaia and Hamuera signed a receipt for £355 on the same day.<sup>144</sup> No reserves were indicated on the deed. Erihapeti’s husband signed the Te Whanga deed the next day along with nine others.<sup>145</sup> Searancke paid £200 on the day of the signing. No reserves were indicated on the deed.

On the 16 May 1863 Erihapeti and Karaitiana signed the Kohutu deed.<sup>146</sup> The land covered by the deed was an area of 62a 3r 20p. Featherston paid £15 for the block. According to McCracken this land was probably that leased by Marakaia to Masters at £20 a year.<sup>147</sup> If so, then the land was exchanged for a price equivalent to less than a year’s rent. Ihaia Whakamairu witnessed the signing. Governor Bowen confirmed the sale in June 1868.

Karaitiana Te Korou signed the Whangaehu deed on 11 April 1864.<sup>148</sup> The land was subject to a previous transaction concluded by Searancke in March 1858.<sup>149</sup> Governor Bowen confirmed the transfer in June 1868. McCracken indicates that the deed signed

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<sup>142</sup> Turton’s Deeds Receipt, Vol. II, No. 62, “Mataikona Block, Sutherland’s Rent”, pp.467-468.

<sup>143</sup> Turton’s Deeds Vol II, No. 167, “Matapihi-Rangitumau Block” pp 363-364

<sup>144</sup> See McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001. Appendices: Block Histories, January 2001.pp.143-147.

<sup>145</sup> Turton’s Deeds, Vol. II. No.168. ‘Te Whanga Block’ pp.364-366.

<sup>146</sup> Turton’s Deeds, Vol. II. No.168. ‘Te Kohutu’ pp.373-375.

<sup>147</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001. Appendices: Block Histories, January 2001.p.187.

<sup>148</sup> Turton’s Deeds, Vol. II. No.177. ‘Whangaehu Block’ pp.375-376.

<sup>149</sup> Turton’s Deeds, Vol. II. No.142. ‘Whangaehu Block’

by Karaitiana was a settlement over a dispute.<sup>150</sup> The Whangaehu Block transaction would feature later in the Te Pohue Native Land Court hearings. The plan for the block indicates that it adjoined ‘disputed land’.<sup>151</sup>

### 3.3.2. *The Manaia transactions*

Transactions covering the Manaia area were especially confused with several overlapping blocks located in the same area. Kaiaho and Kohangawariwari blocks and Donald’s station all covered land within the Manaia area. As early as February 1854 Mein Smith reported the desirability of acquiring the area:<sup>152</sup>

On Thursday and Friday (yesterday) I was occupied in surveying the Waingawa and the country on its left or Northern bank, in order (according to your instructions) to fix on a proper site for the Township of the Small Farmers.

Since my arrival here several natives have called on me, and have told me that certain lands in this neighbourhood, have not been purchased, and that some installments on other lands, which [they] have agreed to sell have not been paid, but they do not appear to be inclined to offer any obstructions to the survey.

From what I have seen of this part of the country, and my knowledge of it gained in former visits, it appears to me that the most desirable site for the new town will be between Manaia and Makoura: now from all I can understand Manaia has not been purchased, and an installment is due on the sale of Makoura. Unless these matters are settled Mr Donald who wishes to purchase his homestead may be seriously injured, and the Small Farmers may be prevented from taking possession of these lands best suited to their purposes.

Smith went on to ask that someone with a good knowledge of the Maori language be sent to help sort out the difficulties. On 24 February 1852 Smith reported that ‘some Natives’ had offered to sell Donald’s homestead for £100 ‘but as yet I have not seen the intended boundaries and therefore can give you no idea of the contents.’<sup>153</sup> Smith felt that although there was a large swamp on the Manaia area, once the swamp was

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<sup>150</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001. Appendices: Block Histories, January 2001.p.202.

<sup>151</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001. Appendices: Block Histories, January 2001.p.204.

<sup>152</sup> Smith 18 February 1854. McCracken Supporting Papers p.0383.

<sup>153</sup> W.M. Smith to Bell 24 February 1854 McCracken Supporting Papers p.0386

drained it would prove to be the best part of the land.<sup>154</sup> The offer of sale for £100 appears to be an offer from Ngatuere.

The background of collusion between Donald and McLean to ‘redirect’ rent payments to the Crown for purchasing funds has been discussed above. After some five years of not receiving any rental income from the European occupiers of the block the Maori owners eventually transferred title to the Crown in 1858 for £550. No five percent clause appears on the written deed but a one hundred acre reserve was set apart for Ngatuere Tawhao. Despite the fact that he had signed the ‘Donald’s Station’ deed, Ngatuere got the only reserve mentioned. Erihapeti was the only member of the immediate family of Retimana Te Korou to sign the deed.

On 26 June 1858 the Kaiaho and Kuripuni (Donald’s homestead) Crown Purchase Deed was signed by Ngatuere, Raniera Te Ngau, Inia Te Haruru and Ihaia Whakamairu. To further add to the confusion the Kohangawariwari and Opaki areas were subject to another Crown Purchase Deed on 2 May 1858. The ‘Kuhangawariwari and Opaki Block Deed’ was not signed by Retimana or any of his direct family members. Karaitiana did not sign, despite the fact that he had signed the document listed as a ‘deed receipt’ in Turton’s. Unlike the previous ‘Kuhangawariwari’ deed, Ihaia Whakamairu was not a signatory.<sup>155</sup> The deeds were however clearly linked by the payments listed on the latter deed – £1,300 paid on 11 January 1854 and £100 on 12 November 1855. This latter payment was recorded on Turton’s Deed Receipt No. 44 and was signed by Te Manihera and Raniera Roimata.<sup>156</sup>

Many years after the signing of the deed, Karaitiana Te Korou petitioned Parliament, claiming that: ‘Manaia was wrongly sold by Makarini the wife of Ngatuere.’<sup>157</sup>

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<sup>154</sup> W.M. Smith to Bell 5 April 1854 McCracken Supporting Papers p.0387.

<sup>155</sup> Turton’s Deeds, No. 145 ‘Kuhangawariwari and Opaki Block’ pp.333-334.

<sup>156</sup> Turton’s Deeds, Deed Receipt No. 44. ‘Kuha-angawariwari Block’.

<sup>157</sup> Le 1 1877/5 Petition 319, 20 September 1877, Archives of the Legislature, National Archives, Wellington

Karaitiana stated that Searancke was the Land Purchase Commissioner at the time the deed was signed. He said that he was at the Nelson ‘diggings’ at the time of the transaction. He alleged that when McLean showed the deed to Erihapeti, Ngatuere and Marakaia they saw Erihapeti’s name on it but it was in the handwriting of another person. The Native Affairs Committee investigated the matter in 1877. The deed was shown to Erihapeti who responded:

This is not the Deed that was shown to me by Mr. McLean it was a smaller one. The signature in the Deed is not exactly the same as my signature – I dont know whether the signature in the deed is mine or not – The signature may possibly have been copied by the govt [?] and put in the Deed. I can swear I never signed the deed...<sup>158</sup>

Karaitiana admitted that Makarini had a claim to the land, but not the right to sell the land herself. He said he knew every one of the 37 people who had signed the petition. He was asked about the land interests of those who had signed the petition, and outlined the land interests of the hapu, which were arguably still fairly extensive. The Native Affairs Committee concluded that ‘the petitioners having utterly failed to establish the allegations of the petition, the Committee cannot recommend their case to the consideration of the House.’

### **3.4. Poverty and Land Sales**

As well as the financial impact of the suspension of rents by Rhodes and Donald, the Korou family was also suffering financial stress over other lands in which they had interests.

Searancke transacted the Korakonui and Ngapaiaka blocks of 3,500 acres for a mere £150 on 4 February 1959. On the same day he also negotiated the purchase of Maungaraki, of 10,200 acres for £200 with perhaps another £200 paid later. Retimana and Erihapeti both signed the Korakonui deed and Retimana only the Maungaraki deed. No five percents or reserves were included in the Korakonui deed. The

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<sup>158</sup> AJHR 1877, I-3, p 29

Maungaraki deed included a small reserve of 50 acres (Tangohia – see below).<sup>159</sup> Later that year Searancke found Wairarapa Maori very hard up for money and in September 1859 he reported that local Maori were ‘more than half starved.’<sup>160</sup>

Searancke reported that those returning from the Kohimarama conference in 1860 were hard up for food.<sup>161</sup> He was concerned that payments were being used to buy arms and ammunition. As a result he decided upon the suspension of payments within the Wairarapa, reasoning:

The only sure way to elicit real truthful information from Natives is by putting them off their guard and engaging in an unreserved conversation. In this manner I ascertained some time ago (lately confirmed) that two-thirds of all sums of money paid on account of land during the 1859 and to the end of March, 1860 has been devoted solely to the purchase of arms and ammunition; also that large sums of money have been forwarded to Waikato for the use and purposes of the Maori King.<sup>162</sup>

Karaitiana Te Korou and Wiremu Waka both attended the Kohimarama conference stating, on 16 July:

It is the unanimous wish of the Chiefs of the South that you should go to Wellington to confer with them that you may know all your people, and that you may know the people of the king, so that you can place your people in order under the authority of the Queen, that she may make matters right for her subjects who live under her rule, so that our shortcomings as subjects of the Queen should be made straight by you.

You provide for them by permitting them to be supplied with all your goods and commodities, and causing us to dwell in peace and security. The subjects of the Maori King must look to their king do the same for them.<sup>163</sup>

Karaitiana and Wiremu concluded with a waiata:

I am no more on the Maori side,

I have turned to that of the Pakeha;

Let these blankets be the payment.

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<sup>159</sup> Korakonui: Turtons Deeds Vol. II, No. 158, pp 150-151 (acreage taken from the index). Maungaraki, Turtons Deeds Vol. II, No. 159, pp 352-353

<sup>160</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001, para. 4.3.34.

<sup>161</sup> Searancke to McLean, 6 August 1861, No. 69, AJHR 1861 C-1 p. 295

<sup>162</sup> Searancke to McLean 18 June 1860, AJHR, 1861, C-1, p. 292.

<sup>163</sup> Reply from Ngatikahungunu, No. 3. BPP 1861, p.103.

Despite these professions of loyalty at the conference, it seems that the Crown itself had some hand in turning Karaitiana and others to the King. Malcolm Fraser reported on the return of the delegates to Kohimarama:

Those chiefs who attended from this district returned individually disappointed in the results of the Conference, as they expected some considerable pecuniary advantage would accrue to those who took part in it.

I also consider the secession of the Masterton Natives to the King Movement was accelerated by their not having been successful in obtaining the advances they expected would have been made to them, on the lands offered for sale by them at the head of the valley.<sup>164</sup>

Searancke confirmed that he had been involved in the transactions of the upper valley (Upper Tauheru) purchases, simultaneously reporting real hardship among the owners:

There is still a balance at the Bank of £305, with which I propose, so soon as you think it judicious, to complete the purchase of the Upper Tauheru blocks. On the return of the Native chiefs from Auckland, they were anxious to obtain money on their lands at the head of the Valley. I have made a small advance on account, on these grounds: that the land is all surveyed, that the ownership is clear and undisputed, and that many of the Natives interested are now in a very distressed state from want of proper food, and many others form the want of any food. I have made three distinct advances of (£60, £50, and £10).<sup>165</sup>

Members of the Korou whanau had major financial problems associated with debt. Between 1869 and 1882 Ihaia Whakamairu (a name shared between father and son) was sued for debts 24 times.<sup>166</sup> Ihaia Whakamairu was declared bankrupt in 1896. His assets were listed and included an interest in Manaia and Okurupatu blocks, both of which were leased.<sup>167</sup> During that same period Karaitiana Te Korou was sued four times and Retimana once. The family of Karaitiana Te Korou also had problems with a series of court appearances for assaults. In 1900 Arawhita Manuera (Karaitiana's

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<sup>164</sup> Enclosure No.1., Malcolm Fraser to Donald McLean, 20 August 1861, Reports on the State of the Natives, AJHR. E-No.7. p. 26.

<sup>165</sup> Searancke to McLean, 6 August 1861, No. 69, AJHR 1861, C-No.1.p.295.

<sup>166</sup> Masterton and Greytown Plaintiff Books, Masterton District Court.

<sup>167</sup> Wairarapa Daily Times, 18 July 1896



daughter) was compelled to sell her Akura blocks to raise the money to pay for her medical expenses.<sup>168</sup>

### **3.5. Delays in the Issue of Grants**

As well as the financial problems that beset the family at this time as a direct result of Crown policies, insecurity of tenure also arose for Maori landowners without a Crown grant. The example of the Manaia area noted above seems pertinent – without a Crown grant the owners could not enforce their lease agreement and exact payment nor could they transact with another European party. Thus, for five years Rhodes and Donald were able to occupy the run without paying rent. More threatening, without the grant and the plan which went with it, the claimants would have had reason to be fearful that their lands would be marked out and sold to settlers.

As Karaitiana Te Korou and Wiremu Waka said at the Kohimarama Conference:

The lands that you have given to us, to your children, are not yet settled, that is, we have not yet received Crown grants for them.<sup>169</sup>

Searancke similarly noted:

A general feeling of insecurity respecting the tenure of their reserves now pervades the Native mind, through the whole Province, and I believe results from a want of tangible proof that the Crown has made over such reserves to them and their posterity for ever.<sup>170</sup>

Searancke submitted a list of fifteen individualised reserves with a recommendation that unconditional Crown grants be issued for all except one. However he did not make any such recommendation for the five general reserves as he evidently disapproved of ‘general reserves’. He noted that the land question had been a cause of

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<sup>168</sup> Stirling: “See confirmation of sale in Wellington Native Land Court Minute Book No. 10, pp.164-176. Akura Block Documents, pp.227-234. The balance of the sale monies not required for medical bills was to be devoted to purchasing land at Levin (where Arawhita was perhaps resident), probably in order to prevent the vendor being rendered landless.”

<sup>169</sup> BPP 1861, p.103

<sup>170</sup> Searancke to McLean, 21 February 1860, No. 61, AJHR, 1861, C-1, pp. 288-289

dispute in the area and he believed the individualisation of title would tend to improve matters.<sup>171</sup> The Crown did not issue a grant for the Waingawa or Manaia 107 block in which Retimana and his whanau had interests. Retimana and his immediate family would not receive any Crown grants prior to title determination by the Native Land Court.

At least one local Maori agreed with the idea of only issuing grants to loyal Maori claimants. In May 1861 Ngatuere Tawhirimatea wrote to McLean and recommended that Karaitiana, Retimana Te Korou and Wi Waka should not get grants for their lands because of their support for the King.<sup>172</sup>

In December 1864 Te Manihera Rangitakaiwa, Ihaia Whakamairu, Retimana Te Korou, Marakaia Putaitai and Karaitiana Te Korou wrote to Sir George Grey asking that they be issued with Crown grants for their lands, ‘but send some person to attend to our lands at once, that they the sooner be done with – and also our minds be at rest from the driving of the confused Maori Tikangas.’<sup>173</sup>

The letter was referred to George Swainson, who replied:

This letter does not allude to any special case or cases of Crown grants – but to the broader principles of the Native Lands Act, and its advantages.

Manihera has received three Crown grants for his individualised Reserves. Ihaia two, one for a Reserve the other for a purchase from the Crown. Retimana Te Korou, Ihaia’s father [sic] is merely a joint owner in a general Reserve, and unsold land.

Marakana & Karaitiana are claimants of land, some of which is under written offer to the Land Purchase Commissioner but the terms offered, and asked, on either side cannot be arranged.

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<sup>171</sup> Searancke to McLean, 21 February 1860, No. 61, AJHR, 1861, C-1, pp. 288-289

<sup>172</sup> Ngatuere Tawhirimatea to McLean 17 May 1861, Smith, Takirirangi translation, Smith, Takirirangi Tukuwhenua in Wairarapa: The Maori Response to the Post-purchase Period of 1853 and 1854 CFRT DRAFT. October. 2001.p.28. Jane McRae Alternative Translation May 2002. Agrees with this paragraph.

<sup>173</sup> Te Manihera Rangitakaiwa, Ihaia Whakamairu, Retimana Te Korou, Marakaia Putaitai and Karaitiana Te Korou to Sir George Grey December 1864, Historic Translation. National Archives, HB 7/1(h).

Swainson wrote that Manihera had decided on writing the letter after a conversation in which he (Swainson) had explained the introduction of the Native Land Court system.

I am personally aware that a fine Block of pastoral land, 5 or 6000 acres, claimed (& owned I believe) by Manihera, has for these two years been laying idle, and unoccupied, simply because no European has been able to obtain from Manihera a lease, ... [?] the occupier from the penalties of the Native Land Purchase Ordinance. Manihera could readily lease it for £125 or £150 per. an. Ihaia, Marakana and Karaitiana all lease unsold (and unoffered) Native Land to Europeans who are bold enough to take the consequences. I feel convinced that the active operation of the Native Lands Act, together with the settlement of the 5 per cent accounts, would do much to set the Wairarapa Natives at rest “from the driving of the confused Maori tikangas.”<sup>174</sup>

Stirling points out that lands which were reserved from sale but had not been issued with Crown grants were now in little better position than the remnants of Maori land not included in Crown ‘purchases’:

The supposedly reserved lands now became little more than customary Maori land and, Swainson observed, were soon to come before the Native Land Court where their insecure status was open to any number of challenges (and speculators).<sup>175</sup>

The Native Land Court was, of course, part of Swainson’s proposed solution for the issues raised by Manihera, Retimana and the other petitioners. It is perhaps no more than a coincidence that the Okurupatu (Okurupeti) block was approximately the size of the block referred to in Swainson’s letter. It would seem however to be highly unlikely that the contending claimants in the later Okurupatu hearings would have agreed with Swainson’s optimistic prediction.

A return of grants of land made for Maori in 1865 listed a grant of 40 acres for Ihaia Whakamairu. Grants were also listed for Wiremu Kingi, Manihera Te Rangitakaiwaho, Wiremu Waka, Raniera Te Iho-o-te-rangi, Paul Stone, Tamati Te Kokori and Ngatuere. Neither Karaitiana nor Retimana were listed as receiving

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<sup>174</sup> George Swainson, memorandum, 25 March 1865, National Archives, HB 7/1(h).

<sup>175</sup> Stirling, Bruce, Wairarapa Maori and the Crown, 1845-1945, CFRT DRAFT, October 2001.para.3.4.4.

grants. Swainson's belief that Ihaia had received a grant for reserved land does not appear to be in the 1865 return.

Wairarapa Maori petitioned Parliament in 1867 complaining among other things of the long delays in the issue of grants.

The Crown Grants, which were promised us long ago by the Government for those lands which were returned to us, some have been given to us, some have not [yet been given]. The Crown Grants also for those lands of ours which have been adjudicated upon by the Native Lands Court, let them be quickly issued to us; for we have to pay the surveyors and the expenses incurred in carrying out the measures imposed by the Act; [...for native lands] but we are unable to lease, sell or do anything else with our lands to bring any profit to ourselves until we have received the Crown Grants.<sup>176</sup>

### **3.6. Overview of purchases to 1867**

The whanau were very much caught between the loss of rents and the delays in payments. Searancke had noted the poverty in the area, but still continued with the purchasing of the remaining lands. He in fact justified some of the payments on the grounds that the claimants to the lands were hungry.

Manaia stands out as a striking example of the legacy of Crown purchasing in this period. A number of blocks seem to encompass overlapping areas with the Crown making payments to a variety of individuals without any concerted attempt to define rights holders. The Manaia deed was one of only two deeds signed by Erihapeti and no other members of the immediate family (the one other deed Matapihi-Rangitumau was signed by a 'Hoana Ma.'<sup>177</sup>) The Manaia transaction raises a number of questions: Why was the Kohangawariwari transaction not considered to be a final settlement for the Manaia area? Why was a second Kohangawariwari transaction formalised in 1858? How important was Erihapeti's signature, in lending legitimacy to the transaction?

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<sup>176</sup> Petition of the Natives of the Wairarapa, AJHR 1867 G-No.1. p.11. Translation provided by Smith, 'Tukuwhenua in Wairarapa: The Maori Response to the Post-purchase Period of 1853 and 1854' DRAFT. October. 2001.p.83. Jane McRae, alternative translation.

<sup>177</sup> Turton's Deeds, 'Matapihi Rangitumau' Deed No. 167.p.363.

As late as 1865 Swainson indicated that Karaitiana was renting land to those willing to risk the consequences. The insecure nature of leasing meant that Maori owners could not make use of their lands on an open market as desired.

As the long awaited Crown grants began to be issued following the 1853-1854 transactions, a small number of favoured individuals appear to have been the recipients. Apart from Ihaia, none of the Korou family received grants, possibly because Karaitiana was seen by the Crown as a King supporter. Insecurity of tenure may have prompted whanau members to sell land before it was sold from underneath them by others or included in a government land survey.

## **4. Chapter 4: Block Histories**

### **4.1. Introduction**

The commission required that particular concerns about the role of the Crown or of private individuals in alienating Korou whanau land be highlighted. This called for the preparation of individual histories for blocks of land in which Karaitiana Korou and his immediate family had interests.<sup>178</sup> These block histories also cover the relationship of Karaitiana Korou to the Native Land Court from c. 1865 to 1900. The block histories in the appendix serve to illustrate some of the generic issues associated with the Native Land Court process and which Te Korou whanau members had to deal with concerning their land interests.

### **4.2. Methodology<sup>179</sup>**

This research involved using in the main, the document bank and statistical profile of the Wairarapa Native Land Court compiled by Barbara Garwith and Eve Hartley. The document bank brought together most, if not all of the primary sources associated with the land blocks in the Native Land Court. Without this document bank this study could not have been done in the time allocated. Other primary and secondary sources were also used.

This research is not exhaustive for a number of reasons. First, a small number of blocks mostly in the north of the Wairarapa ki Tararua inquiry district did not have information readily available in such a form as to be able to trace the connection of one particular family with these blocks in the time available. Second, one of the Native Land Court hearings (see Rangataua block in appendix) was held entirely in Maori, and this could not be translated in the available time.

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<sup>178</sup> See appendix. This chapter and appendix were largely written by Bob Metcalf.

<sup>179</sup> Please note that this methodology e.g. use of Gawith and Hartley page references applies for Chapter 4 and the appendix only.

Because of the reliance on Garwith and Hartley, their Document Bank page references have been used, as those on the minutes themselves are more often illegible. In the interests of consistency this has been done for all the blocks, whether the original documents' page numbers were legible or not. The blocks are arranged in rough chronological order according to the date of which title was investigated and/or given.

### **4.3. The Blocks**

#### **4.3.1. Block List**

The following list of blocks was generated first by a name search of the Auckland University Maori Land Court minute books Inmagic database, and then by checking the minutes for that block. In many cases, Karaitiana appeared in the court as 'kaikorero' or conductor for the case of others, not actually as a party interested in the land. In the blocks listed below totaling approximately 36,000 acres, the Native Land Court awarded Karaitiana Korou or members of his immediate family interests either in part or the entire block areas.

<i>Akura</i>	<i>Kai o Te Atua</i>	<i>Kurumahinono</i>
<i>Manaia</i>	<i>Mangapokia</i>	<i>Mataikona</i>
<i>Nga Umu Tawa</i>	<i>Ngaipu</i>	<i>Okurupatu</i>
<i>Taumataraiia</i>	<i>Te Ahitainga</i>	<i>Te Kohutu</i>
<i>Te Oreore</i>	<i>Te Weraiti</i>	<i>Waipoua</i>
<i>Whangaehu</i>	<i>Whangaehu No 2</i>	

Karaitiana or members of his immediate family contested the investigation of title but were not awarded any part of the following blocks by the court:

<i>Mairirikapua</i>	<i>Matapihi</i>
<i>Patukawa</i>	<i>Te Pohue</i>

As far as could be ascertained, Karaitiana neither obtained nor contested title in the court to the following blocks:

<i>Hautotara</i>	<i>Hinewaka</i>	<i>Hupenui</i>
<i>Kaikokirikiri</i>	<i>Makirikiri</i>	<i>Manaohaweia</i>
<i>Maungaraki</i>	<i>Ngaiapu (Reserve)</i>	<i>Papawai</i>
<i>Pukemokemoke</i>	<i>Takamaitu</i>	<i>Wainuioru</i>

In addition, the following information on various blocks is available:

- In *Tararua* and *Whareama* blocks, all that can be said specifically about the Karaitiana family was that members signed the deed of sale to the government.
- In *Potakakuratawhiti*, Karaitiana seems to have willingly withdrawn his name from consideration.
- In *Rangataua*, the land Court hearings were almost entirely in Maori, it would seem that Karaitiana did acquire part of that block.
- The *Opaki* block files are deficient in many respects. It would seem that the family had some interest in this block, as the minimal records show that Ihakara Karaitiana and others sold their interest in the block in 1894. A deed in confirmation of this conveyance exists.<sup>180</sup> The Block was approximately 244 acres; it can be assumed from the price that Ihakara's interest was fairly small.<sup>181</sup> Garwith and Hartley have this to say:<sup>182</sup>

[Opaki and other similar blocks] may have been acquired by their Maori owners from Crown Lands. Alternatively it is likely they are part of the Opaki general reserves Kūhangawariwari and Opaki Cr. Purchase 27/5/1858, TD 145. No details of Title are available.

- Karaitiana may have had some interest in the *Mangatainoka* block as he was engaged by the government to obtain signatures from other owners for its alienation. For this he received £1 per signature with a total remuneration for the years 1882-3 of £69 2s.<sup>183</sup>

<sup>180</sup> Garwith and Hartley, *Opaki Block*, Document Bank, p. 1.

<sup>181</sup> Garwith and Hartley, *Opaki Block Alienations Table*, Database, p. 69.

<sup>182</sup> Garwith and Hartley, *Opaki Block Alienations Table*, Database, p. 69.

<sup>183</sup> Mitchell, p. 68.



#### **4.4. The Native Land Court process and some Te Korou whanau blocks.**<sup>184</sup>

To summarise other reports, between 1865 and 1900 approximately 494,000 acres of land in the Wairarapa district were transferred from Maori ownership to the Crown or private purchasers. Before land could be sold, title needed to be established, and that was done through the Native Land Court. This court was established in 1862, when at the same time the New Zealand government ended the Crown's monopoly of purchase of Maori land. The role of the Court as described by Stirling, was not necessarily benign. He states: 'The Native Land Court was introduced in order to make Maori land available for settlement, by destroying the tenure under which it was owned and converting that to an individualised and more readily marketed commodity.'<sup>185</sup>

The Court used to a great extent Pakeha methods of establishing ownership, albeit with Maori advice. It was adversarial, meaning that many claimants ended in up in lengthy disputes, and it was expensive. For instance witnesses were charged £1 per day to give evidence, (this was approximately a week's wages at the time). Before title could be investigated the land needed to be surveyed. The survey costs were often converted into a lien against the land, which meant that many owners could establish title only by becoming indebted. Maori often protested about these aspects of the Land Court. As Stirling points out:

The theme of expense seems to crop up again and again. Surveyors charged Maori daily fees for their attendance at court throughout what could be lengthy hearings. Court hearings were not necessarily held in central locations, which necessitated extra expense. For instance Mataikona claimants needed four days to complete their journey to the hearings associated with their block. There were also of course sittings in Hastings and in Wellington which were even further away.<sup>186</sup>

Survey costs could become a significant financial burden, as in the extended disputes surrounding the Okurupatu block, in which the Te Korou whanau held interests.

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<sup>184</sup> For this summary I am indebted to James Mitchell's 'Land Alienation in the Wairarapa', Waitangi Tribunal draft report, November 2002, and Stirling's 'Wairarapa Maori and the Crown, 2002 draft report commissioned by the Crown Forestry Rental Trust.

<sup>185</sup> Stirling, Wairarapa Maori and the Crown, draft, Vol.2, p. 385.

Survey costs for this block seemed to total at least £490. (Survey liens also occurred for the Kai o Te Atua and Ngaipu blocks.) Similarly the socio-economic context surrounding the alienation of Whangaehu block indicates how rightholders could become indebted to store keepers and that debt could in turn play a part in land alienation.

In the case of Kurumahinono inducements were made in the form of cash advances and food to bring the block before the Land Court to formalise its purchase by the Crown. Blocks such as Taumataraia Block were brought before the court with money borrowed from a local settler and then leased to that settler with an option to purchase before the expiry of the lease. Similar purchase options were included in leases of the Te Aitangi and Kai o te Atua blocks

Although the laws relating to Maori land and the court were changed somewhat over the years, the expenses related to appearances before the court tended to remain. Karaitiana himself complained of the costs of attending the court.<sup>187</sup> One letter of protest from a Maori noted:

The lands are eaten up by money for survey, Court fees, grant fees, and payments to lawyers and interpreters, and other expenses, to such an extent that the balance which comes to us from the sale of our lands is very small.<sup>188</sup>

Stirling sees the individualisation of Maori land titles as contrary to their interests, the promise of equality with Pakeha, and the Treaty of Waitangi. Maori custom was often ignored, and ‘Far worse than serving ‘no good purpose’, the court actively served a bad one.’<sup>189</sup> The individualisation of tenure meant opportunities for piecemeal alienation were created and rightholding communities lost control of their land, as occurred in the Weraiti block. Indeed the difficulty of determining relative interests

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<sup>186</sup> *ibid.*, p. 389-98

<sup>187</sup> Index to the Supporting Papers to the Evidence of Bruce Sterling, vol.1, Karaitiana Korou and others; Various Land Disputes. WP 3/31/1874/463, p. 2442-53. This document bank contains a number of letters expressing dissatisfaction with the actions of the court, some of which are in Maori.

<sup>188</sup> Stirling, Wairarapa, p. 573.

<sup>189</sup> *ibid.*, p. 391.

when partitioning blocks often meant it was easier to sell it outright, as may have occurred in the Waipoua block.

In 1870 the government established Trust Commissioners whose job was to make sure that the alienation processes were done in a consistent and fair manner. This meant, among other things, that certain goods such as guns ammunition and alcohol were not be used as part of the purchase price of Maori land. On the utility of the Trust Commissioners for Maori Mitchell comments:

In a few cases it is clear that they acted effectively to protect Maori interests, but more frequent are cases where their statutory powers proved insufficient to protect Maori from entering into transactions which might be seen as injurious to their interests.<sup>190</sup>

Mitchell maintains that the Trust Commissioners were under-resourced, which restricted their ability to clear cases in a reasonable time. He notes that there were only five part-time Commissioners initially appointed for the whole of New Zealand.<sup>191</sup> Both he and Stirling agree that the clearance rate of the court and commissioners could have been higher. In the case of Te Ahitainga block, the question of the quality of goods supplied in part payment, and the allegation that liquor was supplied to the owners of this block appeared to have been ignored by the trust commissioners.

#### **4.5. Whanau Land interests**

Several ‘snapshots’ of the land interests of whanau members are recorded. The evidence for the land interests held by members of the whanau are shown with the succession to those interests after the death of the individual concerned. For instance Karaitiana outlined the land interests of his hapu to inquiry into the 1877 Manaia petition. It offers a ‘snapshot’ of the land interests in 1877.

Q. How many petitioners are there?

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<sup>190</sup> Mitchell, p100.

<sup>191</sup> *ibid.*, page 99.

A. There are 37 signatures [...?] the petition

Q Do you know each of them

A. Yes.

Q. Have they got a 1000 acres of land amongst them

A They have a great deal more than that.

Q Have they got a 1000 acres each

A. I am not quite clear about that. There is a block of land belonging to my hapu exclusively that contains 7000 acres. Another block of land in which my sister is concerned contains 17,000 acres. Another block in the 70 mile bush containing 70,000 acres. There are 300 acres at Manaia where we live and a thousand acres of a reserve at the 40 Mile Bush in which we are interested.

Q How much of all these lands are cultivated

A None of it at all events very little. We are leasing some of it.<sup>193</sup>

In September 1878 the Trust Commissioner fearing that Ihaia may be selling, or mortgaging too much land, asked Mr. Wardell to examine Ihaia Whakamairu about his land interests. The Resident Magistrate provided a return summarised in the table below:<sup>194</sup>

*4.5.1. Table: Land Interests of Ihaia Whakamairu*

Block Name	Title	Area (acres)	Status
Te Kahu	Granted land	2000	Mortgaged & leased
Wakataki	Do.	7000	Leased
Ngatatuma	Do.	69	Leased
Poroutahau	Unsurveyed	Very large	
Manaia	Granted	300	
Masterton	Freehold	2 x ¼ acre sections	Mortgaged
Whareama	Granted	500	

*4.5.2. Table: Land Interests of Erihapeti Whakamairu*

Block Name	Title	Area (acres)	Status
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<sup>192</sup> Le 1 1877/5 Petition 319, 20 September 1877, Archives of the Legislature, National Archives, Wellington

<sup>193</sup> Le 1 1877/5 Petition 319, 20 September 1877, Archives of the Legislature, National Archives, Wellington

<sup>194</sup> MA-MT 1/1B Gawith Document Bank, Miscellaneous Documents p. 150.

Te Ore Ore #2	Granted	160	Leased
Manaia	Granted	300	
Forty Mile Bush	Reserve	1,000	Leased
Tutaekara	Granted	8,600	Pt lease & pt reserve
Mataikona	Granted [sic]	Pt 18,000	Leased & mortgaged
Pahaoa	Reserve	10,000	
Akura	Granted	800	Leased
Te Weraiti	Unsurveyed	5,000	
Okurupatu	Unsurveyed	3,000	
Whareama	Reserve	500	

It is notable that the evidence indicates that Ihaia Whakamairu had financial problems throughout the period examined. He appears to have been one of, if not the most, frequently sued Maori individuals in Masterton. His son (also named Ihaia) was declared bankrupt in 1896 and it is likely that both father and son sold land to alleviate financial stress.

Overall it appears that the whanau's landed assets were more vulnerable to alienation after entering the Native Land Court process, where the costs of the process itself and the resulting individualisation of title, enabled individuals to alienate land without reference to all the remaining rightholders. Clearly, at times, whanau members voluntarily participated in the Native Land Court process to confirm title and/or alienate their land via lease, sale or mortgage. As time progressed, however, there is a question over their ability to control the rate and nature of the alienation of their landed interests. Indeed a picture of insecurity emerges especially along side anecdotal evidence relating to personal debts and the implication that Karaitiana was left out of his father's will because the latter viewed his son as participating in the selling of too much land (see below).

## 5. Chapter 5: Consequences

### 5.1. *Resistance - the King Movement*

Maori opposition to the advancing colonial world in the area of Auckland and immediately south coalesced around the Maori King movement, a new Maori political model based on Maori retention of both land and sovereignty. Although seeking pan-Maori support and participation, the King movement was based in the Waikato and Maori from other regions had a range of responses from active political and military support to active opposition.

As noted in the Ballara and Carter biography of Te Retimana quoted at the outset of this report, both Retimana and Karaitiana joined the King movement in the early 1860s. Ballara and Carter suggest their motivations for doing so probably were more in protest at Crown land purchase tactics and policies than any real allegiance to the Waikato King.

According to Valentine Smith, in July 1860 the upper valley Maori (based around Masterton and thus including the Korou whanau) had kept ‘entirely aloof from the King movement.’<sup>195</sup> However by 1861 Crown officials identified Retimana Te Korou as a supporter of the Kingitanga. Malcolm Fraser wrote to McLean in 1861 identifying ‘Karaitiana Te Tao’, ‘Retimana Te Korou’ and four others including Wiremu Waka as Kingitanga supporters and ‘Ihaia Wakamairu’ and ‘Marakaia Rereteraia’ as the only two ‘principal men’ of Opaki being ‘loyal’.<sup>196</sup>

By the time of the outbreak of war in Taranaki, Retimana was considered to be a ‘Queen Maori’.

In Masterton, we had the help of the Queen Maoris, as they termed themselves: those who were friendly to the whites. On the west of the town was the Ngaumutawa Pa,

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<sup>195</sup> McCracken, Helen, Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s, CFRT DRAFT, September 2001, para. 4.6.2.p.152.

<sup>196</sup> Enclosure No.1, Malcolm Fraser to Donald McLean, 20 August 1861, Reports on the State of the Natives, AJHR. 1862 E-No.7. p. 27.

which was loyal to a man. On the south, Chief Retimana kept a Union Jack flying. He was always very proud of taku kara (my colours) which had been presented to him by Sir George Grey some years before. He had some forty followers. His camp was on the Central School grounds.<sup>197</sup>

The Crown rewarded Retimana for ‘good behaviour’ with a £20 payment in 1862.<sup>198</sup> Similarly, the Crown sought the support of Maori leadership by including them in the apparatus of the colonial state. For example, the Crown offered Te Manihera and others positions as whakawa:

This is a word from Fox, the arranger (Colonial Secretary) for the Governor. It states that you will remain as an adjudicator for the activit[i]es of the Government. You will remain as a constant companion for the judge and you will strongly assist in all of his tasks. It has been arranged as payment 50 pounds per year for the work carried out by you.

You will write so the Governor may know if you are agreeable to this practice.<sup>199</sup>

McLean wrote similarly to seven other local chiefs including Ihaia Whakamairu. Retimana Te Korou and four others were sent similar letters with the offered reduced to £20. Karaitiana was offered a position of warden.<sup>200</sup>

## **5.2. Resistance - Pai Marire**

The Hauhau religion began in the 1860s in Taranaki inspired by the religious leader Te Ua Haumene. In 1864 a group of Te Ua’s followers attacked a European military patrol and the movement became active in military resistance to European colonial advance. Over the next two years the military character of the movement continued and developed close links with the King movement. In February 1866 Te Ua

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<sup>197</sup> Bannister, Charles. *Early History of the Wairarapa* 1st ed. Masterton 1940, Christchurch 1999.

<sup>198</sup> Commissioners Reports – Wellington Province Wairarapa District’, AJHR, 1862, C-1, pp. 358-363. McCracken, Helen, *Land Alienation in the Wairarapa District undertaken the Crown and the Wellington Provincial Council, 1854-c.1870s*, para. 5.3.18.

<sup>199</sup> McLean to Te Manihera 13 March 1862, Smith, Takirirangi Translation, Smith, Takirirangi Tukuwhenua in Wairarapa: The Maori Response to the Post-purchase Period of 1853 and 1854 DRAFT. October. 2001.p.63. Jane McRae Alternative Translation May 2002. Agrees with translation.

<sup>200</sup> See Stirling Table 4.5.1.

submitted to colonial military authorities and was imprisoned by Grey on Kawau island. Thereafter the movement lost its military aspect but not its spiritual one.<sup>201</sup>

In the Crown's 'Register of Chiefs' of circa 1866, Karaitiana Te Korou was listed of being of Ngatika and of Hamua tribes.<sup>202</sup> Under 'Remarks' the then twenty six year old Karaitiana was described as:

A son of the Retimana and brother in law to Ihaia Whakamairu – was at kohimarama. Subsequently joined the King party – he abandoned it, and was afterwards Warden of the Masterton Sub district – he left with Ngairo for the West Coast and has not yet returned.

The reference to leaving for the west coast refers to Karaitiana joining the Hauhau.

Another Wairarapa chief, Ngairo, was listed in the same register and described thus:

From the introduction of Hauhauism he embraced it – He left Wairarapa on the 22 June 1865 with about 20 followers for the West Coast, his professed object being to visit Te Ua. He was with the rebels when Otapawa pa was attacked, and has not yet returned.<sup>203</sup>

Karaitiana Te Korou's commitment to the Pai Marire is demonstrated by the following extract from the Dictionary of NZ Biography by Lyndsay Head:

'Ua rongo pai' is preserved in a notebook written by Karaitiana Te Korou of Ngati Kahungunu. It comprises two chapters, the second of which is an account of Te Ua's calling. The notebook also contains the order of service for worship, reports of meetings of the leaders of Hauhau in Taranaki, and a number of drawings of the flag-hung masts which were the badge of Hauhau settlements. The 'Ua rongo pai' notebook is the essential document of the Hauhau church.<sup>204</sup>

In March 1866 the *Wellington Independent* reported the return of a 'Karaitiana' from the fighting:

REBEL NATIVES IN THE WAIRARAPA – A letter from our Wairarapa correspondent contains the statement that Wi Waka, a rebel native, who is said to have been actively engaged in the recent fighting north of Wanganui and who was present at the action in which the gallant Colonel Hassard lost his life, is now once more back to his old quarters in the Wairarapa. Another rebel named Karaitiana is also said to be in the district, and it

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<sup>201</sup> Head, Lyndsay. 'Te Ua Haumene ? - 1866'. Dictionary of New Zealand Biography, updated 11 December 2002 URL:<http://www.dnzb.govt.nz/>

<sup>202</sup> National Archives, MA1 23/25 Register of Chiefs.

<sup>203</sup> National Archives, MA1 23/25 Register of Chiefs.

<sup>204</sup> Head, Lyndsay. 'Te Ua Haumene ? - 1866'. Dictionary of New Zealand Biography, updated 11 December 2002 URL:<http://www.dnzb.govt.nz/>



is asserted, with what degree of truth we cannot judge, that he boasts of having been the man who fired the shot that killed Colonel Hassard.<sup>205</sup>

No evidence was found by this research that Karaitiana continued his anti-government activities after his return from Wanganui. As with the King and Hauhau movements themselves, Maori resisters generally adopted a less actively hostile position following the failure of military resistance in the 1860s. Te Ua himself realised the futility of military resistance and preached messages of peace from about 1865.<sup>206</sup>

### **5.3. Death, Succession and Wills**

#### *5.3.1. Retimana Te Korou, Will and Testament*

Retimana Te Korou died in March 1882. The local newspaper reported nearly 300 people attended the funeral. Four Pakeha pallbearers carried the casket into the church. Retimana was the first Maori to be buried in the Masterton Cemetery. (When Erihapeti Whakamairu later died in her daughter's house in Masterton aged around 70, she was buried with her father.)

Retimana left a will, which he had made shortly before his death. In this will he left the lands he owned outside of Waingawa (Manaia) 107 to his grandson Hapeta Whakamairu, the son of his daughter Erihapeti and her husband Ihaia. The will read:

This is the last Will and Testament of me Te Retimana Korou of Te Waihirere in the district of Wairarapa and the Colony of New Zealand.

I, Te Retimana Korou by this my Will do hereby devise and bequeath to Hapeta Whakamairu my share in the undermentioned lands, namely Makakahi No. 3, Pukemokimoki near Taueru, Mataikona No 2 and No 3. My hundred acres at Whareama, named Te Tawai. And I hereby appoint Hapeta Whakamairu as executor in respect to the said lands, which are to be for his sole use and benefit.

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<sup>205</sup> The Wellington Independent 13 March 1866, p. 7 col. A. Although it would be reasonable to believe that it was Karaitiana Te Korou who was being referred to here as he had gone with Wi Waka to join the fighting. However the register of chiefs records the return of Wi Waka but not that of Karaitiana. The register in fact states 'has not yet returned'. It is possible that another Karaitiana is being referred to.

<sup>206</sup> Head, Lyndsay, <http://www.dnzb.govt.nz/>

<sup>207</sup> Last Will and Testament of Te Retimana Korou, 25 February 1882, Takitimu Maori Land Court.

I, Te Retimana Korou by this my Will do hereby devise and bequeath to Hamuera Karaitiana, to Hapeta Whakamairu, to Horomona Karaitiana, to Taraipine Rangitakaiwaho, to Te Otene Karaitiana, to Ihaia Te Hopu, to Te Koroneho, to Meri Kawana, to Horiana Ihaia, to Wirihita Ngtuere, to Arapata Karaitiana, To Heketa Rangitakaiwaho, to Ihakara Karaitiana, to Morehu, and their descendants after them, each in equal shares, for them to sell or otherwise dispose of, my share and interest in Section number one hundred and seven (107) in the Manaia Block, containing three hundred and six (306) acres. And I hereby appoint Hapeta Whakamairu and Hamuera Karaitiana as executors of my Will with respect to that land.

In witness that this my last will and testament, I have hereunto subscribed my name this twenty fifth day of February in the year one thousand eight hundred and eighty two.<sup>208</sup>

The will was taken to the Supreme Court of New Zealand in September 1882. However application for probate was not made until many years later. Though not named in the will, Karaitiana presented the succession case to the Court. The application was for the Mangatainoka No. 3 block. Karaitiana stated:<sup>209</sup>

I know Retimana Korou. He is dead. He died in March last. He left a will devising his land in the Wairarapa district including this to Hapeta Whakamairu, Erihapeti Whakamairu, Taraipine Rangitakaiwaho.

The will was then read and it was noted that the portion of Mangatainoka No. 3 called Makakahi was awarded to Hapeta alone. The Court then ordered in favour of Hapeta Whakamairu. At some stage, Hapeta sold the land but it is not clear when<sup>210</sup>

The issue of the will arose again nearly ten years after the death of Retimana, when Hapeta Whakamairu applied for probate for the Will. The application was heard in the Wairarapa Native Land Court in August 1891.<sup>211</sup> Karaitiana Te Korou opposed the application. The Native Land Court had gained jurisdiction to determine the succession to land under Maori wills in 1890.<sup>212</sup> Prior to this, wills relating to Maori land were determined only by the Supreme Court.

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<sup>208</sup> Last Will and Testament of Te Retimana Korou, 25 February 1882, Takitimu Maori Land Court.

<sup>209</sup> Wairarapa Native Land Court minute book 3, fol. 444.

<sup>210</sup> Wairarapa Native Land Court minute book 18A, fol. 1.

<sup>211</sup> Wairarapa Native Land Court minute book 17, fols. 401-404, minute book 18A, fols. 1-3, 10, 25.

<sup>212</sup> Dingle, B.A., Wills, Probate and Succession: a discussion report for the Gregory-Mare Whanau, A3, Wai 177 Series, Wai 686# D-3, Waitangi Tribunal, 1995.p.23.

Hapeta called Mr. Freeth, who stated that he wrote the will and attested it, saying:

‘In my opinion Retimana was fully capable of making his will although he was an old man’.<sup>213</sup> Freeth believed that Retimana died possibly two years after making the will. Under cross examination by Karaitiana, Freeth stated that the will had been made in 1882 and that he had not been aware that Retimana had died in that same year. Freeth stated that he was aware of a will written by Mr. T Hill, but that he could not remember its contents. He was however aware that Retimana had not approved of that will and had the new will made.

Hapeta stated that the will had been made in the presence of Ihaia Whakamairu, Erihapeti Whakamairu and Hoana. Freeth wrote the will and Bourke was the witness. Hapeta stated that a will had been made in 1881 in his favour but that Hamuera Karaitiana and Hareta Te Aweawe had tried to get Retimana to change the will. Hapeta also stated that Karaitiana had tried to persuade Retimana to make a will in his favour:

Karaitiana Korou was present when the first Will was made and tried to get the Will made in favour of himself and family, but the old man would not consent and got angry with Karaitiana[.] Retimana said all our land has been sold by you.<sup>215</sup>

Hapeta stated that he had been away when the second will was made, but had been informed of its existence by his mother. Hapeta’s description of the second will was left untranslated in the Minute Book ‘e mea tinihanga na Hamita Te Aweawe’. Hapeta stated that:

I returned shortly afterwards and gave the first Will back to the old man, and asked him if it was true that he had made another Will. He said that he had, but I told him he could not do so.

I then tore up the first Will. He said don’t do this but go and fetch Mr Freeth to make another Will. Karaitiana was vexed about the first Will because it excluded himself and family from Section 107 Waingawa ...

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<sup>213</sup> Wairarapa Native Land Court minute book 17, fol. 402.

<sup>214</sup> Wairarapa Native Land Court minute book 17, fol. 403.

<sup>215</sup> Wairarapa Native Land Court minute book 17, fol. 403.

The same persons who are mentioned in the last part of the 3<sup>rd</sup> Will are the same persons who are mentioned in the 2<sup>nd</sup> Will<sup>217</sup>

Hapeta also said that he had told Retimana to ‘put us all in Section 107’. The Court then adjourned.

When the hearing resumed Karaitiana Te Korou stated his objections to the Will.

My objection to the will is that it should be allowed to effect any land beyond the 545[?] acres at Mangatainoka. Hapeta sold that land and spent the money - did not expend any portion to fence in the grave and erect a headstone.<sup>219</sup>

Karaitiana said that he and Ihaia had paid for the burial and that they had applied to Mr. Beetham (MP for Wairarapa North), asking that the Government provide a headstone but had been told it was the person who inherited the estate who should pay the expenses. Karaitiana told the Court that he and Ihaia had paid £24 each for the funeral expenses.

Karaitiana confirmed that he had been angry with his father for making his first will and stated ‘Retimana said that Hapeta was the only one of his nephews who had lived with him but I asked him to remember his other nephews and put them in the Will.’ Karaitiana said that Retimana consented to this and made the second will. However Karaitiana claimed that this will along with the Court Order relating to the Okurupatu block were then stolen. Karaitiana alleged that his mother had told him that Hapeta and others had taken the papers. Karaitiana said that after the third will was made, he argued with Hapeta over the matter, telling the court:<sup>220</sup>

I don’t want to take Retimana’s land but want it to go to his relatives that was the reason why I wanted him not to make a will in favour of anyone.

I don’t object to the Will except in so far as it disposes of his interest in Mataikona No.2 because he consented that I should have this land to enable it to be returned to the former owners.

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<sup>216</sup> Wairarapa Native Land Court minute book 17, fol. 404

<sup>217</sup> Wairarapa Native Land Court minute book 17, fol. 404

<sup>218</sup> Wairarapa Native Land Court minute book 18A fol. 1.

<sup>219</sup> Wairarapa Native Land Court minute book 18A fol. 1.

<sup>220</sup> Wairarapa Native Land Court minute book 18A fol. 3.

The Court ordered that as Karaitiana did not oppose the will, the best course would be for both he and Hapeta to reach an agreement over the disposal of Mataikona No. 2 outside the Court. The case was then adjourned.

When the Court resumed, Karaitiana and Hapeta had still not reached an agreement. After some discussion, Hapeta agreed to give Arawhita Manuera Ngatuere (Karaitiana's daughter) a share in the Mataikona No. 2 block. The Court then ruled that probate would be granted for Te Retimana's will after a period of three months, and that a document would be executed for the agreement reached in the Court.<sup>221</sup> However there does not appear to be any entry for succession to the blocks named in the will on the expiry of the three months. Once probate for the will was granted the rules governing probate would have precluded any further objection to the will being heard, other than the presentation of a subsequent or later will.<sup>222</sup>

In 1897 the matter of the will was heard again. The Court was informed that as title to Mataikona 2B was under the 17<sup>th</sup> Section of the 1867 Native Land Act the land did not pass under probate. Section 17 of the 1867 Native Lands Act prevented the alienation of any portion of that land 'by sale gift mortgage lease or otherwise except by lease for a term of not exceeding twenty-one years.'<sup>223</sup> The Court asked Karaitiana if he still stood by the agreement reached at the time that the application for probate was made, or whether he instead wished to apply for his own share. He replied that he still stood by the agreement – that if 'Hapeta Whakamairu allowed Arawhita Manuera (his daughter) a share in Mataikona No. 2 he would withdraw his claim to his fathers interest.'<sup>224</sup> He said that he could not 'answer for his sisters children as they were a quarrelsome people'. He asked that the interests of his father in Mataikona No. 2 be divided between Arawhita Manuera and Hapeta Whakamairu 'so that should trouble

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<sup>221</sup> Wairarapa Native Land Court minute book 18A fol. 10

<sup>222</sup> Section 515: 'Probate granted by a judgement of the Court shall not be recalled, except in the case of a will subsequent to the will of which probate has been so granted being discovered.' Supreme Court Act 1882: An Act for the Constitution of the Supreme Court of the Colony of New Zealand.

<sup>223</sup> Native Lands Act 1867: An Act to amend 'The Native Lands Act 1865' and repeal 'The Native Lands Act 1866' and to make other provisions in lieu thereof.

arise between Hapeta and the other members of his family, that it would not affect Arawhita's share.'<sup>225</sup>

Karaitiana Te Korou and Hapeta Whakamairu reached agreement that the interests of Karaitiana Te Korou would give his share of the interests to Arawhita Manuera.<sup>226</sup>

However Mary Ellers objected to this arrangement. She argued that if the will had no sway over Retimana's interests in Mataikona 2B then her late mother Erihapeti had an equal right to succeed with Karaitiana (in line with bilineal succession under Native Land legislation).

The Court agreed with Mary Ellers' that the names of Erihapeti's family must also be included in the succession to the Mataikona block. Mr Tate then asked for an adjournment to allow the parties to reach such an agreement. The application was then adjourned.<sup>227</sup>

The matter did not end there. Twenty years after the death of Retimana, Hapeta presented another application for succession to the interests of Retimana Te Korou in Mataikona 2B block.<sup>228</sup> The application was made on behalf of a number of whanau members, including the children of Karaitiana. The Court awarded in favour of:

Hapeta Whakamairu	m	1/8
Meri Ellers	f	1/8
Taraipine Pou	f	1/8
Ihaia Whakamairu	m	1/8
Te Noho [?] Manuera	f (1)	1/40
Retimana Manuera	f (13)	1/40
Takuta Manuera	m (9)	1/40
Maata Matiu	f (5)	1/40
Komihana Te Owai	m (9)	1/10

<sup>224</sup> Wairarapa Native Land Court minute book 26 fol. 125

<sup>225</sup> Wairarapa Native Land Court minute book 26 fol. 126

<sup>226</sup> Wellington Native Land Court minute book. 6 fol. 279

<sup>227</sup> Wellington Native Land Court minute book 6 fol. 280

<sup>228</sup> Wellington Native Land Court minute book 10, fols. 273-274.

Ihakara Karaitiana	m.	1/10
Waho Te Rangi Karaitiana	m.	1/10
Otene Kuku Karaitiana	m.	1/10

It is notable that several of the children of Karaitiana Te Korou were included in this succession order. By this time there were only three surviving children of Karaitiana Te Korou.

In 1902 Hapeta Whakamairu petitioned parliament asking for an inquiry into the succession to Te Retimana Te Korou's interest in the Tangohia Reserve, part of the Maungarake Block. The Native Affairs Committee made no recommendation on the petition.<sup>229</sup> Hapeta Whakamairu and three others also asked for an investigation into their claims to Section 107, Manaia Block. The Committee had no recommendation to make on this petition either.<sup>230</sup>

Although Karaitiana Te Korou strongly objected to the will operating over the rest of his father's lands there was no avenue for appeal, even given the very serious allegations which Karaitiana leveled against his nephew, that of undue influence on Retimana. It seems to have been agreed by both parties that three wills were drawn up. As Karaitiana did not dispute that the will presented was the last will made by his father he had apparently little grounds for objecting to how the will operated.

B.A. Dingle raises two main objections to the handling of wills by the Supreme Court.<sup>231</sup> The first was that the Supreme Court was not equipped with the necessary institutional knowledge to deal with 'matters of fact and custom relating to Maori land.'<sup>232</sup> Dingle's second objection was that the Supreme Court was relatively

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<sup>229</sup> AJHR, 1903, I-3, p. 8.

<sup>230</sup> Neither petition was located at National Archives Wellington and it appears that both petitions may no longer be extant.

<sup>231</sup> Dingle, B.A., Wills, Probate and Succession: a discussion report for the Gregory-Mare Whanau, A3, Wai 177 Series, Wai 686# D-3, Waitangi Tribunal, 1995.p.23.

<sup>232</sup> Dingle, B.A., Wills, Probate and Succession: a discussion report for the Gregory-Mare Whanau, A3, Wai 177 Series, Wai 686# D-3, Waitangi Tribunal, 1995.p.23.

inaccessible for Maori. Neither objection is readily applicable to the application for probate for the will of Retimana Te Korou, which of course was applied for in the Native Land Court where Karaitiana was able to attend to express his opposition. However the underlying argument, that a will might decide upon a matter in variance to Maori custom may still hold true.

Hapeta Whakamairu was able to apply for probate through the Native Land Court under Section 2 of the Native Land Laws Amendment Act 1890 which stated:<sup>233</sup>

The Native Land Court shall have the same power as the Supreme Court to grant probates of wills and letters of administration of the estates and effects of Natives dying within New Zealand before or after the passing of this Act, and such probate and letters of administration shall have the same force and effect as if the same had been granted by the Supreme Court.

By determining in favour of Hapeta on the grounds that Karaitiana did not dispute that the will presented was the most recent will, it appears that the Native Land Court followed exactly the same reasoning as that which would generally be applied by the Supreme Court. Karaitiana did not argue that the will was fraudulent but unfair.

Karaitiana did not oppose the will when the application was made for the Mangatainoka block. In fact it was Karaitiana who spoke for the application in the Native Land Court. However Karaitiana did strongly object to the application of the will beyond this block. Dingle states that the 'very concept which underlies a European will, and the disposition of property pursuant to it, cannot be reconciled with customary Maori succession',<sup>234</sup> Dingle further states that the:

The contrast between customary succession to land and the absolute disposal of Maori land by will is a stark one. In the first instance, the testator assumed, as an individual, rights to the land which were customarily retained by the wider kin group. This assumed right was an obvious extension of individual ownership established under the various Native Lands Acts.

In the second instance, the transmission of land to named heirs, often a single individual, was in direct conflict with the customary right of the wider kin group to be consulted

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<sup>233</sup> Native Land Laws Amendment Act 1890: an Act to amend the Law relating to Native Land

<sup>234</sup> Dingle, B.A., Wills, Probate and Succession: a discussion report for the Gregory-Mare Whanau, A3, Wai 177 Series, Wai 686# D-3, Waitangi Tribunal, 1995.p.42.



about the future use of the land. In short, the hapu and whanau were immediately disinherited or their rightful ownership of the land. It was often the case that the person named in the original title was intended by the kin group to be a trustee of the land for that group. The passing of land by that 'owner' to another individual was not only in breach of Maori custom, but also in breach of the intended trusteeship.<sup>235</sup>

Dingle considers that the problem with the succession determined by wills was that it allowed land to be permanently alienated from the kin group, if bequeathed to a person outside the kin group.<sup>236</sup> In the case of the will of Retimana Te Korou, the issues were superficially quite different. The named beneficiary was clearly part of the same kinship group as his uncle. The land was therefore not alienated out of the kinship group, it was alienated to a branch within the kinship group without any reference to the wishes or protocols of any body outside of the Court, including the wider kinship group. By determining the succession to the land by way of a written will within the Native Land Court, the succession was determined solely by that Court, with reference only to its own rules and procedures. Once this process had begun, the disadvantaged branch of the whanau would likely remain alienated from the lands they might have inherited.

Native Land Court records show only the Mangatainoka block passed under Retimana's will, so it was not as significant for Karaitiana as it could have been. For instance, a certificate of title to Manaia Sec. 107 issued in 1889.<sup>237</sup> Karaitiana Te Korou was awarded an interest in this block, apparently unaffected by the will.

### *5.3.2. Death of Karaitiana*

Karaitiana Te Korou died in August 1901 at the age of 72. The Wairarapa Daily times reported that the tangi was to be held at the Akura papakainga. The succession to the interests held by Karaitiana Te Korou was heard in the Wellington Native Land Court

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<sup>235</sup> Dingle, B.A., Wills, Probate and Succession: a discussion report for the Gregory-Mare Whanau, A3, Wai 177 Series, Wai 686# D-3, Waitangi Tribunal, 1995.p.43.

<sup>236</sup> Dingle, B.A., Wills, Probate and Succession: a discussion report for the Gregory-Mare Whanau, A3, Wai 177 Series, Wai 686# D-3, Waitangi Tribunal, 1995.p.46-47

<sup>237</sup> Garwith and Hartley, Manaia p.180.

in March 1902. The first block to be considered was the Horowhenua No.5 (4) Block. Kuku Karaitiana told the Court that Karaitiana Te Korou had seven children, four of whom had died before their father (which was not quite true as Kereu died shortly after his father).<sup>238</sup> Kuku Karaitiana asked to be allowed to give his interests to Hoana Ihakara and Tori [?] Waha o Te Rangi, both minors (three years and twelve years respectively). Other blocks included; Mataikona No. 2B, Mataikona No. 3B, Manaia No. 107 Sec. 1, Okurupatu A No. 2, Okurupatu B No. 3. No applications were made for succession to any of the Akura Blocks.

The application to succeed to Karaitiana Te Korou's personal estate was adjourned. On the same day, applications were made to succeed to the interests of Kereu Karaitiana who had also died at Akura shortly after his father on 16 September 1901.<sup>239</sup> Kereu had left no issue so his interests were divided among the surviving whanau. The blocks decided at this sitting included; Otawhao A No.3, Otawhao A No.5, Akura No.8, Akura 14 B. No.1, Akura No. 3, Mikomiko No. 47, Mataikona No. 2B and Manaia No. 107 Sec.1. Applications to succeed to several blocks were dismissed.

Applications were also made to succeed to Te Owai Karaitiana, who had died at Wellington Hospital in May 1900. Te Owai Karaitiana left a son who inherited his father's interests in Otawhao A No.3, Otawhao A No.5, Mikomiko No. 47, Mataikona No 2 B [?] and Manaia No. 107 Sec. 1. Para Kereriki and William Iorns were appointed trustees for the nine year old Te Komihana Te Owai. They were also appointed trustees for a little over £8 held by the Public Trustee.

Arawhita Karaitiana also died in 1900, leaving three children and a grandchild. A greenstone ornament and £8 14s 9d were awarded to the children and grandchild. An application for succession to the estate of Matiria Karaitiana was dismissed.<sup>240</sup>

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<sup>238</sup> Wellington Native Land Court minute book 10A, fol. 33.

<sup>239</sup> Wellington Native Land Court minute book 10A, fol. 36.

<sup>240</sup> Wellington Native Land Court minute book 10A, fol. 42.

### 5.3.3. *Te Pounamu*

A block of greenstone (papa pounamu) became the subject of dispute among the whanau and others following the death of Karaitiana. Hapeta Whakamairu believed that the greenstone block was originally intended for two people, Retimana and Matiaha Mokai. Kuku Karaitiana asked that the share to which Karaitiana Te Korou was entitled should be given to his nearest of kin.<sup>241</sup>

A patu pounamu was also brought to the attention of the Court. Hapeta Whakamairu stated that:

I consider that this Patu Pounamu belongs to all of us and in fact is amongst us. When Retimana died the Patu was left in Irihapeti's charge and at her death I put it in the Bank. After that Karaitiana asked for it and it was handed to him and was in his possession at the time of his death. It is now with Taraipine.

My idea is that it should be left i waenganui i a matou. Kuku says that he consents that the picture should also be left in the same position as the Patu Pounamu.<sup>242</sup>

Otene Kuku Karaitiana made an application to succeed to the papa pounamu in May 1903. He stated that the Court had not made an order on the pounamu and that the Judge had 'told us all we had to do was to give the greenstone back.'<sup>243</sup> The Court entry on the matter concluded 'no information (accurate) to be had, as to what really was done.

The matter of the papa pounamu was again brought to the Court in April 1907. Peehi Matiaha applied for succession to Hapeta Whakamairu's personalty. Kuku Karaitiana appeared on behalf of his own interests, he was also asked by Peehi Matiaha to represent his case. Mr. William Iorns also appeared and stated that Meri Ellers had authorised the Court to give him her share of the pounamu. Ropata Manihera appeared on behalf of their children.

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<sup>241</sup> Wellington Native Land Court minute book 10A, fol. 45

<sup>242</sup> Wellington Native Land Court minute book 10A, fol. 47

<sup>243</sup> Wairarapa Native Land Court minute book 27, fol. 38.

Kuku Karaitiana declared that the only property at issue with the current application was the greenstone which had been held by Karaitiana Te Korou and his sister, Erihapeti. Kuku stated:<sup>244</sup>

The Greenstone belonged to Topia Turoa who gave it to Wi Waka. The understanding was that when the greenstone was cut up into patu pounamu, one piece should go to Matiaha Mokai, & the remainder should go to Retimana Korou. When Wi Waka died the greenstone was awarded by Judge Butler to other persons. My father, Karaitiana Te Korou, appeared before Judge Butler. A wire was sent to Topia Turoa. He replied the greenstone was for Retimana Te Korou & Matiaha Mokai. That is why my father & Irihapeti Whakamairu took possession of the greenstone. It is now in the possession of myself & my cousins. Peehi Matiaha is entitled to a share. He is grandson of Matiaha Mokai. There are a great number of them – grandchildren. They are all entitled.

Kuku Karaitiana said that his father had intended to return the pounamu to Topia Turoa, but that Topia Turoa refused to take it back.

Whatahoro Jury gave evidence that:

Retimana Te Korou stated to Topia that he was one of the Chiefs of Wairarapa & had no greenstone. Topia came to Wairarapa in 1875 & Retimana gave him a draught mare. Wiremu Kingi & I also presented Topia with a white draught mare. Matiaha presented Topia with a greenstone called Te Manaahi. When Topia got back to Wanganui, he sent the greenstone with a note to Matiaha, stating part was for Matiaha, & the other portion to Retimana Korou in response to his original request.<sup>245</sup>

Whatahoro Jury said that Hapeta had wanted to return the pounamu to the descendants of Topia Turoa, ‘as in his opinion the young people did not understand the value of greenstone.’ Whatahoro Jury said that he had seen Makarena Topia who had said that if the stone was to be returned it should go to him (Whatahoro Jury) ‘to replace the horses given by us to Topia’

The Judge stated that the Court would only decide upon those entitled to the share of the pounamu to which Hapeta Whakamairu was entitled. With the Wisdom of Solomon the court ordered that the part of the pounamu belonging to Hapeta Whakamairu be divided into four pieces a third to Ihaia Whakamairu and another

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<sup>244</sup> Wairarapa Native Land Court minute book 28, fol. 228.

<sup>245</sup> Wairarapa Native Land Court minute book 28, fol. 229.

third to William Iorns. A sixth of Hapeta's portion would be given to Inia Manihera and another sixth to Morehu Whitiwhiti.<sup>246</sup> There were no objectors to this order.

The following month, an application for succession to the interest of Karaitiana Te Korou in the pounamu was heard. Kuku Karaitiana spoke for the application and asked that the Patu Pounamu and a portrait be awarded to the families of Karaitiana Te Korou and Erihapeti Whakamairu, and that Ihaia Whakamairu, Mere Ellers and himself be appointed administrators. He also asked that the portion of the pounamu belonging to Karaitiana Te Korou be awarded to his family, saying: 'We desire to have an order made for these things as they are important relics of our ancestor, and we wish the rights of all parties determined.'<sup>247</sup>

Ihaia Whakamairu objected to the application for the pounamu, asking that his family be included in the succession to the pounamu. The Court over ruled the objection, as only the interests of Karaitiana Te Korou were being decided upon and made the order as asked and appointed administrators.<sup>248</sup> The succession to the papa pounamu was apparently left unresolved, with only the interests of Karaitiana Te Korou and Hapeta Whakamairu decided. Successions for the other interested parties were not located. However, the decision of the Court to divide the interests held by Hapeta raises some interesting points.

The pounamu had originally been given to allow two rangatira to have two patu pounamu. By the time Hapeta died it had apparently become legally impossible for the two patu to be made without the consent of all those entitled to succeed to the interests of those who had passed on. It is also apparent that the Court ordered the division of the papa pounamu seemingly without any regard to what use a small fragment of pounamu might be. If the Court was in the position to order the division

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<sup>246</sup> Wairarapa Native Land Court minute book 28, fol. 230.

<sup>247</sup> Wairarapa Native Land Court minute book 28, fol. 376.

<sup>248</sup> Wairarapa Native Land Court minute book 28, fol. 377.

of the papa pounamu then presumably every successor following could have claimed their share.

It is interesting to note that some of the participants in the hearings appeared to want to give the poumanu away, perhaps motivated by ideas of gift exchange. The legal court process had taken over however, and the consent of all of the potential successors was required before such a gift could be made.

#### **5.4. Hapeta's Land interests**

Kuku Karaitiana presented an application to succeed to Hapeta Whakamairu's land interests to the Native Land Court.<sup>249</sup> He told the Court that Hapeta had died on 5 October 1906 at Napier Hospital. He left a will, witnessed by William Iorns, by which his share of Manaia Sec. 107 No.5 was vested in his nephews and nieces. The court ordered accordingly and a similar order was made for Manaia Sec. 107 No. 2. However, under oath Kuku Karaitiana stated that Okurupatu No. A Sec. 2 Sub IP [?] was not affected by the will. He then listed the nearest of kin.<sup>250</sup>

This land was cut apart for purposes of sale, deceased borrowed money on the land. It was arranged that Mere Elers should go in to the title, so that she could sell, to get money to pay of his debts & funeral expenses.

The Court ordered accordingly, although the order was soon superseded and Ihaia Whakamairu and Mere Ellers were both appointed beneficiaries.<sup>251</sup> Hapeta's interests in Mataikona No.3, Okurupatu B No.3 and Whakataki 10B and Mataikona No. 2 were also awarded.

When Pakeha first visited the rohe of Retimana Te Korou they would have had to acknowledge his authority. By the time that the successions to his interests were determined, the issue of who had inherited his rangatiratanga, whether it be his son,

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<sup>249</sup> Wellington Native Land Court, minute book 15, fol. 145

<sup>250</sup> Wellington Native Land Court, minute book 15, fol. 147

<sup>251</sup> Wellington Native Land Court, minute book 15, fol. 189

another relative, or anybody else had absolutely no bearing on who would succeed to his property. When the Government sought support for its purchasing plans it was to those Maori described as ‘chiefs’ to whom it looked. Many (although not all) of those who signed the early Crown Purchase Deeds were described as chiefs. The status of the rangatira of the Wairarapa was therefore essential for the Government’s purchase policy. However by the time of the determination of the successions to the interests of Retimana Te Korou, the status of claimants was an irrelevance to the determining body, the Native Land Court.

## **Chapter 6: Conclusion**

The first part of the commission for this report required research into ‘Crown purchases in the 1850s and the implications and repercussions of those transactions including: payments to family members, complaint regarding the five percent payments, and the role of whanau members in the creation of Masterton township.’

This research has looked in detail at the early Crown purchases period (around 1853) and notes a number of issues that arose as a result of the Crown’s purchase policies. These issues are both generic to many Maori in the area at the time but also specific to Retimana, Karaitiana and other members of the Te Korou whanau. This summary will focus on the specific issues as the generic ones are well covered in research by Rigby, Stirling and Walzl.

The first of these issues is the lease of land to the settler John Russell. Te Retimana disputed the right of Maori from the lower valley to lease land near his settlement at Kaikokirikiri to Russell, land upon which he and his community had cultivations. The dispute can be seen as one of territorial rights between lower and upper Wairarapa valley iwi. The issue is important as it helps define the status of Retimana as a chief and shows his determination to retain control over his lands in the face of the changes the Crown was about to effect in the area. Importantly, Te Retimana showed that he was a leader of his community by giving effect to their desires. He would not attend a hui to discuss the transaction without his people who were at the time absent tending their crops. Te Retimana attempted to communicate directly with Grey on the matter – voicing his rights to the land in question and opposition to the ‘sale’, or ‘tuku’, but Grey rather optimistically pursued the other party’s offer. In the end, this hope was in vain and Retimana and the dissenting party resisted the attempted sale of what they saw as their lands by lower valley iwi.



Retimana was prepared to lease his lands and sought a number of deals with Europeans, some successful and others not. No figures were available for the individual whanau rents in the early 1850s but it was probably a reasonable income. Around 1853, as part of its purchase policy, the Crown colluded with lessees to end the leasing, hoping to force sales whereupon the squatters would have first option to purchase their properties. Donald and Rhodes were at the time leasing the Manaia lands from Retimana and the Kaikokirikiri community. Rhodes later wrote that Grey's private secretary intimated that they should stop paying the rents and McLean asked that they divert the money to him instead, probably to help fund the Crown purchases. At the same time, another of the chiefly right holders in the land transferred his interest to the Crown, effectively compromising the Maori customary ownership of the block thus beginning a process that made the remaining interests extremely vulnerable to sale. Eventually Retimana and his people were to follow suit and the block was sold. Such was the coercive pressure used by the Crown to break Retimana and other Wairarapa Maori resistance to land sales.

The whanau role in the establishment of Masterton township at around this time is illustrative of the benefits iwi expected to get from European settlement. Grey offered inducements to the town's eponymous founder Joseph Masters if he could persuade the local Maori to sell land to the Crown. Masters traveled to Kaikokirikiri where he met with Retimana, Ihaia and others to persuade them to sell land to the Crown to allow him to set up a town. Masters described the benefits of European settlement – education, health, employment, trade. Retimana asked Ihaia to return with Masters to Wellington where they met with Grey who confirmed the benefits and 'sweetened' Ihaia's palm. Masters later wrote that Ihaia was pivotal in persuading other Maori to sell the land for the town, and also that Ihaia, alone among local Maori, sought to emulate the culture and lifestyle of the Europeans.

The promised benefits to Maori did not eventuate. The Korou whanau played a lead role in protesting the lack of education (the Bishops reserve deal) and the poor or non-existent medical facilities available to Maori in the Masterton region. By 1900 only

one Maori, Hapeta Whakamairu, the son of Ihaia Whakamairu and grandson of Retimana Te Korou owned a section in Masterton. The town's valuation records of 1897 described Hapeta's occupation as 'nigger'.

The benefits outlined by Masters and Grey no doubt contributed to Maori opting to negotiate land transactions with the Crown in 1853-1854. The resulting problems of lack of survey, insufficient investigation of title holders, overlapping purchases, undefined purchase areas, incomplete and vague purchase arrangements, and discrepancies between written and oral records that are the legacy of these early purchases are well documented in various reports to this inquiry.

Various Korou whanau members signed different purchase deeds, mostly notably the thirteen year old Karaitiana. The chief Retimana himself signed very few. Exactly who the signers were and who they represented is not discussed in any detail in the deeds. The speed of the purchases made it extremely unlikely that Crown agents conducted an adequate investigation of who the right holders to the land were.

The fact that the signers of the deeds were probably acting as representatives of their community, or as agents of their chief, meant that Maori probably expected the five percent payments would be a benefit to all the owners of the land. The seemingly random inclusion of the five percent clause in deeds also caused much trouble, especially when the land contained within the deeds overlapped other blocks or was poorly defined. The Crown opted for a strictly verbatim interpretation of the deeds, limiting payments to the signers and treating them as individual owners.

In the Masterton area Maori and the Crown transacted a number of overlapping deeds – Manaia, Donald's homestead, Makoura and Kohangawariwari. Three members of the Te Korou whanau signed the Makoura deed which contained a five percent clause. Karaitiana signed the first deed receipt for the Manawatu block, where the original deed contained a five percent clause. The Crown paid Ngatuere a five percent installment on the Makoura deed which he had not signed. Such partisan and

inconsistent practices caused much trouble and resentment both among Maori communities and between Maori and the Crown. In 1860 Karaitiana addressed the Kohimarama conference and complained that the promised payments for land had not been completed. He also wrote to Crown officials asking for payments for various lands. The issue dragged into the 1870s when Heaphy attempted to resolve it. It is possible that the Crown also withheld payments to those Maori it considered to be rebels, or Kingites.

Probably in disgust at the Crown's methods in Wairarapa, both Retimana and Karaitiana briefly became King supporters in the early 1860s. Retimana abandoned this course but Karaitiana went on to join the Hauhau movement and fought with 'rebels' against the Crown in the late 1860s around Wanganui. Karaitiana recorded the Pai Marire religious rituals and prayers in his notebook which today serves as the original gospel of the faith.

The second requirement in the Wai 770 commission was for research into the 'impact of the Native Land Court process on the whanau, in particular the role of debt and any link to land alienation, and the response of whanau members to those processes.'

Native Land Court issues that affected the whanau are both generic and specific. The generic issues are discussed briefly in the introduction to the chapter and also contained within the block histories themselves in the appendix. Specifically, court and survey costs could become a significant financial burden, as in the extended disputes surrounding the Okurupatu block. Survey costs for this block seemed to total at least £490. Maori could become indebted to store keepers and that debt led to land alienation, as probably occurred in the Whangaehu block. The difficulty of determining relative interests when partitioning blocks often meant it was easier to sell it outright, as may have occurred in the Waipoua block. The individualisation of tenure meant opportunities for piecemeal alienation were created and communities lost control of their land, as occurred in the Weraiti block. In short, a number of issues

are raised in the block histories that serve to illustrate generic issues associated with the Native Land Court process.

In terms of sufficiency of land, reserves for the whanau from Crown purchases became an issue during the later post 1865 Native Land Court era. It is striking that a rangatira whanau such as the Te Korou could be left with so few specific reserves. It is also apparent, given the evidence of later Native Land Court hearings, that members of Retimana's immediate family believed that their land interests extended well beyond Manaia Section 107.

The story of the whanau land was one of insecurity. The whanau had assets, but not secure assets. For many years the Government owed them money, but they could not depend on or budget for those payments. The surviving accounts for the sale of Ngaumutawa indicate that the family members used the payments on credit, apparently mainly for living expenses. It appears that the whanau had to rely upon the sales of an ever decreasing pool of land, and they were then forced to participate in expensive Court hearings to have title to this confirmed.

There is at least one possible case of non-payment, both of the principal sum and of the 5% koha that had been applied to the Kurumahinono block. There is also the question of the quality of goods supplied in part payment for the Te Ahitainga block, and of course it was alleged that liquor was supplied to the owners of this block, a transgression ignored by the trust commissioners.

There are some blocks where inducements were made to bring the block before the Land Court, Kurumahinono for instance. Blocks such as Taumatarai Block were brought before the court with money borrowed from a local settler and then leased to the settler with an option to purchase before the expiry of the lease. Ihaia Whakamairu had financial problems from the beginning of the available record. He appears to have been one of, if not the most frequently sued Maori individuals in Masterton. His son

(also named Ihaia) was declared bankrupt in 1896. It is likely that both Ihaias sold land to alleviate financial stress.

The final commission requirement was for an investigation of the surviving land interests of Karaitiana Korou at his death and what therefore was potentially available to subsequent generations.

The evidence available through Native Land Court and other records show that Karaitiana did participate in numerous land sales, in common with many Maori in this period and for numerous reasons outlined in this and other research. It seems that he was deliberately left out of his father's will for that reason. At the end of his life Karaitiana Te Korou was in some ways in a better position than many. When the c.1866 register of Chiefs was compiled several of his contemporaries were already described as landless. More than thirty years later Karaitiana Te Korou still owned land and apparently still enjoyed some sort of income from rents when he died. But though Karaitiana had been awarded title to a large area of land during his lifetime, the lands which he owned at his death were only the faintest shadow of that over which his whanau had influence when he was a child.

More generally though, it seems that the whanau was disadvantaged by the fact that the basis for its influence over such a wide area, the mana whenua of an important rangatira had by the time of the Native Land Court title hearings (and in fact by the very fact of the hearings) been sidelined by authority derived from the Crown. When the Crown first negotiated with Retimana, he and his whanau were a force to be reckoned with, by the time title was established by the Native Land Court the power of coercion lay firmly with the state.

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The following block histories complement Chapter 4. They focus solely on Korou whanau interests in the land and these interests are traced, where possible, to about 1900. They are arranged in chronological order by date of Native Land Court title investigation.

### **Ngaumutawa Reserve Block**

The hearings for this block of 291 acres took place over three days in August 1866. There were no objectors, and the Native Land Court ordered title to Retimana, Erihapeti, Karaitiana, and three others. Over the next four years H.M. Bannister, William Chamberlain, Alfred Renall, the Reverend William Ronaldson, Walter Perry, and H. S. Wardell bought most of the land.

John Wardell lists the payments made to the family. The listed payments were related to the sale of part of the Ngaumutawa block (which was near to Akura) and were made between 1866 and 1869. The payments ranged from £1 to £13 10s paid to Alfred Tinsley and Henry Wilson for erecting a fence of around thirteen chains. Retimana also received £5 ‘on his way to see the Duke’. At the same time Erihapeti obtained £5 for a dress (‘& c.’) in Wellington for Taraipine.<sup>252</sup> Karaitiana received money for a court case. All of the payments preceded the Deed of Conveyance of 24 August 1869. Most of the identifiable payments appear to be for living expenses, with the exception of the fencing, which would appear likely to be expenditure on capital.

The prices paid for this land ranged from just over £2 to £3 per acre. The vendors of Part Ngaumutawa No.33N were; Retimana Te Korou, Karaitiana Te Korou, Henare Te Mohukihuki, Pirikaite, Nohopapa, Arapapa Te Hararu, Ihaia Te Whakamairu and Erihapeti Te Whakamairu.<sup>253</sup> According to Garwith and Hartley one acre of this land was left in Maori hands by 1900, an urupa within the present Masterton area.<sup>254</sup>

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<sup>252</sup> John Wardell Papers, Wairarapa Archive.

<sup>253</sup> Gawith and Hartley, Ngaumutawa block document bank, p. 23.

<sup>254</sup> Garwith and Hartley, from ‘The Native Land Court in the Wairarapa, a Statistical Profile’, Crown Forestry Rental Trust, July 2001, Ngaumutawa Block, Database, p. 62, 64.

### **Akura Block**

Karaitiana's connection with this block of 970 acres seems to be through his wife Matiria Karaitiana, and his sister Erihapeti Whakamairu. Karaitiana Korou himself does not appear on any of the original title deeds, but he does appear as a witness speaking for others, particularly Erihapeti. Several of Karaitiana's children including Kereu, Otene, Te Owai, Arawhita, Ihakara and Hamuera appear to have owned parts of this block<sup>255</sup>

The title investigation of Akura began in August 1867. The claim was in the name of Ihaka Te Moe and others, the counter claimant was Peneamine Puawhio. Erihapeti Whakamairu objected to being left off this claim by Ihaka. Wardell appeared for the Crown and stated that he believed that the land in this claim was part of the [Kohangawariwari] Block purchased in January 1854 by the Crown.<sup>256</sup>

The hearing was adjourned without a decision being made, with fees of £3 levied. The investigation was continued in October 1868, but as no agreement could be made the court ordered that the claim should be settled by a jury trial. The verdict of the jury specifically excluded Erihapeti.<sup>257</sup> Peneamine refused to accept a grant for his section of land.<sup>258</sup> Later evidence suggests that Peneamine's people were determined not to allow the block to be surveyed.<sup>259</sup> In fact Munro later wrote to the court that the 'opposing claimants threaten to fire upon anyone who should attempt to cut it' (survey the block).<sup>260</sup>

The case was re-heard in September 1869, when finally both sides admitted that Erihapeti did have some claim on the land. As a result her name appears on the certificate of title.<sup>261</sup> Karaitiana Korou gave evidence in this re-hearing that he had claimed a share of

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<sup>255</sup> Maori Land Court Minutes, Akura Document Bank, p. 213.

<sup>256</sup> Akura Document Bank, page 2, See also Turton's Deeds No. 125.

<sup>257</sup> Akura Document Bank, page 69.

<sup>258</sup> Akura Document Bank, page 70.

<sup>259</sup> H. Munro, Memo, 20 May 1869, Akura Document Bank, p. 489

<sup>260</sup> H. Munro, Letter, 21 June 1869, Document Bank, p. 493

<sup>261</sup> Certificate of Title, 1 September 1869, Document Bank, p. 665.

the rent from a large piece of land of which Akura was part and which had been leased to a Peter Humes. He said that he had claimed his share of the rent from his mother, Ngati Te Hina. He stated that ‘Pene[amine] and Ihaka Te Ao gave us a place to cultivate at the Te Whangai... we cultivated several years and then left the land to Ihaka and Pene.’<sup>262</sup> As evidence of right Karaitiana said: ‘I lived at Akura 16 years and only left a year ago - my wife is sister to Ihaka's wife...’<sup>263</sup>

Karaitiana Korou later appeared in court for Erihapeti in a subdivision claim that began in September 1890. His wife Matiria Korou appeared for Wiremu Tamawhiti. There was disagreement between the parties as to the apportionment of the subdivision of Akura (North), and the case was adjourned to give parties time to come to an agreement.<sup>264</sup> Erihapeti died in August 1891, and Karaitiana appeared again in her interest when the subdivision case was renewed in September 1892. This case was again adjourned, as the parties could not agree on an apportionment. Akura was eventually partitioned by the court. Karaitiana does not appear in the orders for partition, however Matiria Karaitiana was part owner of 91 acres in Akura No.3, and received part of two acres (a cemetery) in Akura No.17. Hamuera Karaitiana received four acres in the same block, and one acre in Akura No.16.<sup>265</sup>

Karaitiana Korou appeared as a witness in the application for partition of Akura No.2 in April 1895, when there was some dispute about the fertility of various parts of the block. Also in 1895 three acres were taken of Erihapeti's (deceased) share of the block after a survey discrepancy was adjusted. Neither Matiria nor Hamuera Karaitiana was affected by this adjustment in Akura No.17, apparently a cemetery, which decreased by two perches.

When Matiria Karaitiana died in 1898, Karaitiana appeared opposing the applications of Kuku Karaitiana to partition various parts of the Akura Block. He opposed the partition

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<sup>262</sup> Maori Land Court Minutes, Document Bank, p. 28.

<sup>263</sup> *ibid.*, p. 29.

<sup>264</sup> *ibid.*, p. 104.

<sup>265</sup> *ibid.*, p. 140-143.

on behalf of Kuku's brother Hamuera on the grounds that the land would then be alienated. He said that the family 'got this land from their grandfather who wished them to keep it.'<sup>266</sup>

In August 1898 Akura No.3 was partitioned, and Karaitiana's family was awarded 84a 2r 2p. Kuku Karaitiana's share was excluded from this apportionment. In October 1898 Akura No.14 was partitioned, with Hamuera Karaitiana and others receiving small portions.<sup>267</sup> The court ordered other partitions involving the Karaitiana family in August 1899, October 1899, January 1900, June 1900, and July 1900. In none of these does Karaitiana Korou appear in the schedules of those who received land. Neither is he mentioned as far as could be ascertained in any of the successions ordered from the time title was established, until 1900.

In 1894 Karaitiana Te Korou was sued by a Mr. C. Anketell for rent paid for land at Akura. Mr. Anketell claimed that he had made an agreement with Karaitiana and Mary Ellers to lease a twenty acre block of land at Akura. Karaitiana's portion of the leased land was to be five acres. However Karaitiana's land proved to be outside of the area shown to Anketell. As a result, the court ordered Karaitiana pay back the £5 paid for rent as well as £1 1s for costs.<sup>268</sup>

The Korou family was clearly closely involved in the Akura block lands. Although Karaitiana himself did not appear in the title, he played a prominent role in the management of the land on behalf of other family members. The reference to Kuku and Hamuera inheriting one piece from the grandfather, Retimana 'who wished them to keep it' shows that the land was core whanau land. The urupa also indicates the importance of the block to the whanau.

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<sup>266</sup> Maori Land Court Minutes, Document Bank, p. 183.

<sup>267</sup> Partition Schedule, Maori Land Court Minutes, Document Bank, p. 633. See also documents relating to Waipoua (Mikomiko) section 47, Garwith and Hartley Database, page 93.

<sup>268</sup> Wairarapa Daily Times, 26 July 1894 p.2 col. 8.

### **Mairikapua Block**

Karaitiana Korou was an objector at the title investigation for this block in August 1867. He claimed the right to the land through ancestry (Tamahau, and Hanita) and through cultivation.<sup>269</sup> He was cross-examined, but the cross-examination is not in the minutes. His claim was not successful. In August 1871 there was an application for a rehearing on the grounds that the grantees had no claim to the land and acted deceitfully in court. Karaitiana does not seem to have signed this application.<sup>270</sup> No evidence could be found of the application being heard before 1900.

### **Kai o Te Atua Block**

Karaitiana Korou and others applied for title for this block in October 1867. Karaitiana claimed the land through his mother Hoana, and his ancestor Te Hauaitu. The land was divided into two blocks of 4526 and 400 acres. Karaitiana's interest was in the larger block known as Kai o Te Atua. Survey costs for this block are noted as £143 13s 6d, of which half was a lien on the land.<sup>271</sup> Karaitiana's name appears on the order for the certificate of title.<sup>272</sup>

From September 1869 to May 1873 Europeans purchased the land in this block. In September 1869, John Warmall bought 200 acres and leased the rest of the block with an option to purchase.<sup>273</sup> Warmall later mortgaged these leases. In May 1870 Warmall bought an additional 400 acres for £260.<sup>274</sup>

In May 1873 Frederick Augustus Krull bought the balance of the land for £1000.<sup>275</sup> Karaitiana declared under the Native Lands Fraud Prevention Act of 1870 that the price given to him by Krull was satisfactory and that he was not paid in liquor or arms.<sup>276</sup>

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<sup>269</sup> Garwith and Hartley, Maori Land Court Minutes, Maririkapua Document Bank, p. 2.

<sup>270</sup> Application for Rehearing, various signatures, 10 August 1871, Maririkapua Document Bank, p. 45.

<sup>271</sup> Garwith and Hartley, declaration by Karaitiana Korou, 8 July 1868, Kai O Te Atua Document Bank, p. 23.

<sup>272</sup> Kai O Te Atua Document Bank, p. 37.

<sup>273</sup> Lease, 4 September 1869, Kai O Te Atua Document Bank, p. 54.

<sup>274</sup> Deeds of Conveyance, Kai O Te Atua Document Bank, p.54.

<sup>275</sup> Deed of Conveyance, Kai O Te Atua Document Bank, p. 54.

### **Taumatarai Block**

The title investigation for this block of 1490 acres took place in October 1868. In a short hearing the Native Land Court found 10 people to be owners including Karaitiana Korou. There were no objectors. The Court charged fees of £3 and the survey charge was £38. It would seem that the owners had borrowed money from a James Gilligan to pay for the expenses of this case. A statement of mortgage was in force over the block for £98 10s 6d.<sup>277</sup> Gilligan bought 66 acres of the land for £100 in December 1868.<sup>278</sup>

Gilligan leased the remaining land for 21 years at a rental of £40 per year. The lease included an option for Gilligan to purchase at £1 10s per acre at any time before the expiration of the lease, provided the lessee gave each individual owner notice in writing of his desire to purchase, and paid all the rent due.<sup>279</sup> In April 1871 the owners of the block sold 500 acres to Gilligan for £250 in order to pay off the debts on the block.<sup>280</sup> This was paid in cash and goods bought from Henry Bannister's store, the accounts for which were paid by Gilligan.<sup>281</sup>

In October 1877 Karaitiana Korou and others sold their undivided interests in the block to Gilligan for £200. Gilligan eventually bought a total area of 924a 2r 4p before he died.<sup>282</sup> In September 1880 the executors of Gilligan's will took the remaining owners of the block to court to enforce the option to purchase mentioned above. The Supreme Court ruled that the sale was valid. Karaitiana Korou was one of these owners in his succession to Hare Taka in 1878.<sup>283</sup> Garwith and Hartley maintain that the amount of land remaining

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<sup>276</sup> Declaration, May 1873, Maori Land Court Trust Commission's Alienation Files, Kai O Te Atua Document Bank, p.45-6.

<sup>277</sup> Statement of mortgage, 22 October 1868, signed by Karaitiana Korou and others, Taumatarai Document Bank, page 24.

<sup>278</sup> Deed of conveyance, 26 December 1868, Taumatarai Document Bank, p. 111.

<sup>279</sup> Deed of conveyance, 26 December 1868, Taumatarai Document Bank, p. 111.

<sup>280</sup> Garwith and Hartley, Taumatarai Block Summary, N.P.

<sup>281</sup> Individual accounts and receipts, Taumatarai Document Bank pp. 96-107.

<sup>282</sup> Trust Commission Document, 15 October 1877, Taumatarai Document Bank, p. 93.

<sup>283</sup> Succession Order, 14 November 1878, Document Bank p. 7-8. also see Deed of conveyance, 25 September 1880, Taumatarai Document Bank p. 111.

in Maori ownership by 1900 might be five or ten acres ‘... but this is unclear.’<sup>284</sup>  
 Karaitiana seems to have sold all his land in this block.

### **Tangohia/Mataikairangi Block**

This was a reserve in the Maungaraki block. It was 57.25 acres in extent and had been written into the Crown purchase deed of Maungaraki in 1859. The first three applications for title for this block were adjourned or dismissed, as there was no survey.<sup>285</sup> The final hearing took place from 7-9 May 1888.

The title case was essentially a dispute between some of the descendants of Retimana and Kerei Te Tamaiteheke about who had set aside the reserve when the Crown purchased the land. Unfortunately it seemed to have been sold twice once in 1855 once in 1859. The main argument concerned the deed of 1859, and for whom the land had been reserved.

Retimana’s side argued that the wording of the deed suggested that all the owners of the larger block were entitled to a share of the land. A H. P. Tunuiarangi (?) claimed that Retimana had left the land to him in his will.<sup>286</sup>

Tamaiteheke's side argued that he had set aside the land solely for himself from land sold belonging to his hapu, Ngatiao. They also argued that some of Retimana's land was sold at the same time for which Retimana received £50. They also claimed that members of the opposing side did not occupy the land but merely went to help Kerei clear a portion of the land.<sup>287</sup> Karaitiana gave evidence against Retimana's right to any part of the reserve maintaining that the £50 was part of the price for some other land. He maintained that, ‘ I don't know of Retimana ... rights to land but Aperahama has a right from former times.’<sup>288</sup>

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<sup>284</sup> Garwith and Hartley, Taumatarai Block Summary, N.P.

<sup>285</sup> Garwith and Hartley, Tangohia Block Summary, Database, p. 52.

<sup>286</sup> Maori Land Court Minutes, Tangohia Document Bank, p. 11.

<sup>287</sup> Tangohia Document Bank, p. 30, 31.

<sup>288</sup> *ibid.*, p. 35.

The Court decided:<sup>289</sup>

The deed is dated the 14th February 1855 and contains a reservation to the following effect viz. the only piece that is not sold is the piece to the eastward of Maungaraki and it was further stipulated that on the boundaries being surveyed and the nature of the land ascertained that a final settlement of the balance due on the land should be made. In February 1859 a final surrender was completed with a second payment of £200 was made on this occasion some additional land was included and the parties who executed the deed were [illegible but including Retimana]. The deed also contains the stipulation relative to a piece of land at a place called Tangohia situated at the lower end of Pukemokemoke in the [Tauheru] not exceeding 50 acres. This piece is for our own use. For many years it would seem that the reserve was looked on as belonging to the Tamaiteheke. He alone exercised a right of ownership over it without any interference by the other persons who joined in the execution of the deed of February 1859 and from papers and documents before the court in appears that an intention existed to issue a grant in his favour about 1867...

The Court thus awarded the land to Tamaiteheke and Aperahama Te Ao:<sup>290</sup>

... who had an ancestral claim to it. The portion belonging to Te Retimana originally contained a limited area and was not near the reserve... it is therefore ordered that a title be issued in favour of Kerei Te Tamaiteheke and Aperahama Te Ao for that parcel of land...

### **Te Oreore block**

The history of this block is complex and convoluted. There was a leasing dispute in November 1863, which led to violence between Wi Waka and members of other hapu including that of Karaitiana Korou.<sup>291</sup> It was also the subject of a 'hotly disputed' problem over lack of payment to Maori for roading, in which Karaitiana was also involved.<sup>292</sup>

Initially Te Oreore was divided into seven blocks one of which, Te Oreore No.5, was possibly included in the Matapuha block. One of the blocks was simply named Te Oreore. The others were given the title Te Oreore, followed by a number. Five hapu claimed ownership of Te Oreore, and each was eventually represented in the lists of owners. By 1900, much of the land had been leased or sold.

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<sup>289</sup> *ibid.*, p. 38-9

<sup>290</sup> *ibid.*, p. 41.

<sup>291</sup> Stirling, p. 213f.

<sup>292</sup> *ibid.*, p. 672, 673.



In August 1867 the title for Te Oreore was investigated and the court awarded title to Marakaia Tawaroa and Raniera Tawaroa. No restrictions were placed on this land. In October 1868, the Court investigated title to Te Oreore No.1 and Te Oreore No.2, but the hearing was adjourned with very little discussion. Karaitiana Korou spoke naming the people who were interested in the block. Marakaia stated the claim was disputed and Wi Waka appeared as counterclaimant. In March 1869 the investigation seems to have been renewed, the block being referred to as Te Oreore South.

The surveyor, S. Wilkinson, stated that there were other claims that overlapped the boundaries of this one. He also pointed out that the northern boundary of the block was not contiguous with the southern boundary of the adjoining block – there was a space between them.<sup>293</sup>

All claimants claimed the land through ancestry, occupation, and cultivation. Wi Waka and Matina claimed through the ancestor Te Noti. Te Ropiha claimed through Te Noeroa, who supposedly gave it to his aunt as a wedding present. Karaitiana, Marakaia and others claimed through Te Tohenga. Karaitiana said that although he had not continuously cultivated and occupied the land, relations of his had done so. He said: ‘My knowledge of this land extends to about 29 years ago before the Govt. came.’<sup>294</sup> He also said: ‘The whole of the block belongs to the descendants of the Tohinga.’<sup>295</sup>

The judgement of the court given 19-20 March 1869 was that Te Oreore South should be split into four blocks labeled 1-4. No.1 went to Wi Waka and others, No.2 went to Marakaia Tawaroa, Te Rohipa and others, No.3 went to Karaitiana Korou and nine others, and No.4 was allocated to Wi Waka and six others. Karaitiana's block, which had no restrictions placed on it, was 460a 2r 3p.<sup>296</sup> Each owner had fees of £3, and survey charges of £10 1s 0d were levied.<sup>297</sup> The block was also subject to a Right of Road

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<sup>293</sup> Garwith and Hartley, Maori Land Court Minutes, Te Oreore Document Bank, p 23.

<sup>294</sup> Maori Land Court Minutes, Te Oreore Document Bank, p. 25.

<sup>295</sup> *ibid*, p. 25.

<sup>296</sup> Garwith and Hartley, Certificate of Title, Te Oreore Document Bank, p. 337.

<sup>297</sup> *ibid*, p. 337

without compensation of not more than 5 acres per 100 acres ‘provided that the land taken is not occupied by any building, garden, orchard, plantation or ornamental ground’.<sup>298</sup>

In March 1871 the whole of Te Oreore No.3 was leased to Richard Collins. The rental was £40 per annum for the first 14 years and £50 for the last 7 years. All the owners except Poihipi Kopiri signed this lease.<sup>299</sup> In the 1870s and 1880s the block was mostly sold to T L Thompson and Company, William Lowes, and Charles McKillop.<sup>300</sup> No reference could be found to Karaitiana selling his portion – the pertinent deeds could not be found in the document bank. However, reference is made in a subdivision hearing in May 1888 to Karaitiana having sold his share of the block. A handwritten list of sellers, purchases, prices and dates of sale is in the document bank.<sup>301</sup> Unfortunately Karaitiana's entry is partly obscured, but the price is listed in the Alienations Table provided by Garwith and Hartley.

Karaitiana and Erihapeti seem to have inherited from Haretaka Te Ohonga, part of Te Oreore No.2 (also known as Ahipanepane) in August 1882. The Native Land Court documents for this succession are not clear but a letter to the Registrar of the court signed by W. G. Beard states that Karaitiana and Erihapeti have inherited the block and that Beard is sending the deeds to the Registrar.<sup>302</sup> This same letter states that they sold their share of the land to D. F. McCarthy, and that Beard is also sending this deed to the Registrar. This is the last reference to Karaitiana that could be found, and this seems to be the last remnant of land owned by him in the Te Oreore block.

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<sup>298</sup> Garwith and Hartley, Summary Te Oreore Block, p. 4-5. Note, the documents that refer to this are not contained in the document bank.

<sup>299</sup> Documents referring to this are not contained in the document bank.

<sup>300</sup> Garwith and Hartley, Alienations Table: Te Oreore No3, Block Summary, p. 50.

<sup>301</sup> Garwith and Hartley, List of Vendors, Te Oreore Document Bank, p. 261-2.

<sup>302</sup> Garwith and Hartley, Letter, Beard to Registrar, 3 February 1896, Te Oreore No2 Ahipanepane, Separate Volume, Te Oreore Document Bank, p. 71

### **Te Ahitainga Block**

This block was situated north east of Masterton below Okurupatu on the eastern bank of the Ruamahanga River. It consisted of 546 acres. A title investigation for this block was undertaken from September 1868 to March 1869.

Two sets of claimants each claimed part of the block. Wi Tinitara Te Kaewa, Karaitiana Korou and others claimed the east side of the block by descent from Tutawake. Manihera Maaka and others claimed the west side by descent from Manawatu Te Noti, and through occupation and other acts of ownership.<sup>303</sup> The surveyor J.J. Dinnan stated that no objections had been made to the survey. The charges were £7 12s for Ahitainga No 1 and £12 12s for Ahitainga No.2. He stated that Wi Tinitara pointed out the boundaries.<sup>304</sup>

Two certificates of title were ordered with no restrictions on alienation. Manihera's party obtained title to Ahitainga No.1, 181 acres. Wi Tinitara and Karaitiana obtained title to Te Ahitainga No.2, of 365 acres. Augustus William Cave immediately purchased one hundred acres of the block for £250.

In October 1870, Cave leased Te Ahitainga No.2 for nineteen years at a rent of £40 per annum, with an option to purchase 100 acres at £250.<sup>305</sup> Almost exactly two years later, Cave bought two lots of the block, one of 69 acres, the other of 74 acres, for £357 10s. There seems to have been some dispute about the fairness of the price. Erihapeti Whakamairu<sup>306</sup> told Trust Commissioner Heaphy that Cave pressed them to accept goods instead of money for the land, and she was less than satisfied with the value of the goods, particularly the blankets, which she described as 'very narrow and bad.'<sup>307</sup> These blankets she claimed were 'charged at 22/- each.'<sup>308</sup> There was also some spirits, both rum and

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<sup>303</sup> Garwith and Hartley, MLC Minutes, Te Ahitainga Document Bank, p. 2-3.

<sup>304</sup> *ibid.*, p. 3.

<sup>305</sup> Garwith and Hartley 'Summary of Trust Commissioner Heaphy's Minute Book', Te Ahitainga Document Bank, p. 2-3.

<sup>306</sup> Spelt Irihapeti Wakamaru.

<sup>307</sup> Garwith and Hartley, 'Summary of Trust Commissioner Heaphy's Minute Book', Te Ahitainga Document Bank, p. 3.

<sup>308</sup> *ibid.*, p. 3.

gin included in the price.<sup>309</sup> She also maintained that Cave gave no bill of particulars for the goods. Ani Kanara gave evidence that supported this.

Erihapeti's husband Ihaia Wakamairu and Karaitiana both gave evidence that the goods were of 'fair value'.<sup>310</sup> Both agreed however that Cave had not given a bill of particulars for the goods. Cave gave evidence in which he asserted that he paid £357 10s for land, of which £165 15s was paid in cash. 'He and various businessmen testify as to the merits of prices charged.'<sup>311</sup>

Te Ahitainga was involved in contested succession claims involving Karaitiana. The first, following the death of Hare Taka Te Ohonga on 28 April 1872, took place in May 1881. Karaitiana was awarded an equal quarter share of Haretaka Te Ohonga's land. The second, which was in fact an application for partition of Te Ahitainga No.1, lasted from 4 October to 12 October 1892. Karaitiana appeared on behalf of people who Manihera Maaka claimed had no right to the land, but were included on the certificate of title from 'aroha'. The case ended with Karaitiana's people being included in the title, and inheriting land in the subsequent partition.<sup>312</sup> Garwith and Hartley claim that negotiations and advance payments had taken place before title had been determined for this is block, citing evidence from this hearing.<sup>313</sup>

In June 1895, Alan Alexander Cameron asked the Court for a certificate under Section 118 of the 1894 Native Land Court Act, which allowed for completion of purchases begun before the Act came into force. Karaitiana was mentioned as one of the owners that Cameron had 'negotiated' with to lease the land.<sup>314</sup> In August of that year Te Ahitainga No.1 was ordered mortgaged for survey to the extent of £30.

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<sup>309</sup> *ibid.*, p. 3.

<sup>310</sup> *ibid.* p. 3.

<sup>311</sup> *ibid.* p. 3.

<sup>312</sup> *ibid.* p. 5

<sup>313</sup> Garwith and Hartley, Te Ahitainga Block, Database.

<sup>314</sup> Garwith and Hartley, Maori Land Court Minutes, Te Ahitainga Document Bank, p. 57.

Karaitiana petitioned for the partition of Te Ahitainga No.1 section 4 in August 1898. The block was partitioned into sections 4A and 4B. Karaitiana and five others received section 4B a total of 13a 1r 11p. Subsequently Karaitiana applied for a further subdivision of section 4B into sections 4C and 4D, from which he received 4a 2r for himself. The Court said that it was necessary to provide a road for the portion belonging to Hera Mira, which Karaitiana opposed as the land would be his on Hera's death and was all leased to the same tenant.<sup>315</sup>

In October 1899, Karaitiana and the five other owners sold the whole of section 4C, a total of nine acres, to Bartholomew Cullotty for £100. There was a survey cost of 9s 6d. Cullotty paid the £3 owing to T.M. Drummond who had previously surveyed the block. This is the final reference to Karaitiana Korou in relation to this block.<sup>316</sup>

### **Mataikona Block**

Phillip Cleaver has already researched this block.<sup>317</sup> Cleaver notes: ‘Bosfield’s apparent failure to survey all of the reserves and mark them on a plan...’<sup>318</sup> He states with regard to Mataikona specifically:<sup>319</sup>

The Mataikona reserve, which was later found to have an area of 17,768 acres 1 rood 39 perches, was probably larger than McLean would have wished, and it seems that he was uncertain of exactly how far inland the reserve extended.

The Native Land Court awarded title under section 17 of the 1867 Act with restrictions on sale or mortgage or lease for more than 21 years.<sup>320</sup> The claimants presented the court with lists containing well over a hundred names of persons having interests in the block which was divided by agreement into three parts, Mataikona No.s 1-3 to allow more owners on the certificates. Retimana Korou and Karaitiana Korou each got one hundred

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<sup>315</sup> *ibid.*, p. 9.

<sup>316</sup> *ibid.*

<sup>317</sup> P. Cleaver, *A History of the Purchase and Reserves of the Castle Point Block*, Report commissioned by the Crown Forestry Rental Trust, 2000, p. 34.

<sup>318</sup> Cleaver, p. 34.

<sup>319</sup> *ibid.*, p. 33.

<sup>320</sup> *ibid.*, p. 358, p. 343.

shares in Mataikona No.2 and ten in Mataikona No.3. When the blocks were partitioned both men were awarded 100 acres in No.2 and 10 acres in No.3. The partition hearings were long and involved.

The owners needed to borrow substantial amounts of money to have the block surveyed. Karaitiana was one of those who signed a declaration saying that money had been borrowed from Dr Morgan Stanislaus Grace in order to pay the costs of surveying. The survey saga is recorded in the Appendices to the Journals of the House of Representatives, where the story emerges that due to an incorrect initial survey, altogether approximately £730 was spent on surveying.<sup>321</sup>

Karaitiana Korou was involved in a number of court appearances for successions. On 13 October 1892, Hamuera Karaitiana appeared at the hearing for Karaitiana's deceased mother Hoana. He stated that Karaitiana had authorised him to ask 'that his children's names should be submitted in place of his own in Mataikona No.3.' These children were Hamuera Karaitiana, Kereu Karaitiana, Kuku Karaitiana, Te Owai Karaitiana, Arawhita Manuera, Ihaka Karaitiana, and others [illegible].<sup>322</sup>

The application to succeed to Hoana's portion of Mataikona No.2 contains the words, 'Same evidence and same order with the exception that Karaitiana Korou's name be added in this case and Te Wakarite is omitted.'<sup>323</sup> The name Karaitiana Korou seems to have been crossed out.

There is also a record of application to succeed Retimana Korou by Taraipine Pou Manihera in an undated page of Maori Land Court Minutes. The Court found that 'Probate was granted in favour of Hapeta Whakamairu by the court at Wellington 4 August [possibly September] '91...'. The application was dismissed.<sup>324</sup>

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<sup>321</sup> AJHR, 1871, A-2A, pp. 47-48.

<sup>322</sup> Maori Land Court Minutes, Mataikona Document Bank, p. 117.

<sup>323</sup> The name Te Wakarite is not familiar to the writer.

<sup>324</sup> Mataikona Document Bank, p. 326

In 1900 Karaitiana was involved in a case on the will of Retimana Korou. Chapter 5 above discusses the will. The Court found that:<sup>325</sup>

the will of Retimana Korou did not operate over the Mataikona Block as the original title was under the 17th section of the N. L. Act 1867. It was desirable therefore that he [Karaitiana] should know this so that he could make known his view as to what action should be taken in the matter whether he would abide by the original arrangement or his interest should be allotted to Arawhita Manuera [or] that he desired to claim a share for himself.

Karaitiana in reply stated that he had not altered his mind relative to Retimana Korou's interest in the land and would abide by [the] agreement that he consented to in 1891 that if Hapeta Whakamairu allowed Arawhita Manuera a share in Mataikona No.2 he would withdraw his claim to his father's interest. As regards Retimana Korou's interest in number three it was only a small area about ten acres not worth considering and he would make no claim to that. That was his wish in the matter but he could not answer for his sister's children as they were quarrelsome people. He therefore suggested that Retimana Korou's interest in number two should be divided equally between Arawhita Manuera and Hapeta Whakamairu so that should trouble [illegible] between Hapeta and the other members of his family that it would not affect Arawhita's share.

Another reference to Retimana's will was found in Court minutes for the block possibly dated 20 October 1893. Hapeta Whakamairu and other applicants apply to succeed to a relative's interest. Reference was made to the agreement between Karaitiana and Hapeta 'relative to the deceased interest in this land' where Karaitiana Korou made over his shares in Retimana's land to Arawhita Manuera. The Court was asked to split the land equally between Arawhita and Hapeta. Mary Ellers objected on the grounds that if the will was not to be operable 'then her late mother Erihapeti was equally entitled to succeed with Karaitiana Korou there to.'<sup>326</sup> The Court agreed with Mary Ellers. The case was then adjourned. This was the last reference to Retimana's will that was found in the documents relating to this block.

### **Okurupatu Block**

Stirling uses this block as an example of the expense that Maori could be put to in a protracted land dispute.<sup>327</sup> Okurupatu was the subject of many Court sittings from 1871 to

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<sup>325</sup> Maori Land Court Minutes, n.d., (possibly 7 June 1900), Mataikona Document Bank p. 343-4.

<sup>326</sup> Mataikona Document Bank, p. 358.

<sup>327</sup> Stirling, p. 329.

1900 and the expenses included survey fees, witness and other expenses over this period of time. The major disputes involved Karaitiana Korou and members of his hapu and Manihera Maaka and members of his hapu. The block was a cause of dispute between these groups before the first title investigation as Manihera had leased some of the block to settlers, to which Karaitiana objected.<sup>328</sup>

The first title investigation took place in 1871. The claimants included Karaitiana Korou. It was adjourned, probably because at this time Wairarapa Maori tried to withdraw all claims from the court.<sup>329</sup> The court met again in 1873 but had difficulty with the survey of the block not being ready, the surveyor having absconded.<sup>330</sup> The case was dismissed when Wiremu Tinitara was not prepared to continue.

In 1880 Karaitiana was among those who applied for investigation of the title of Okurupatu block. A plan was produced which showed 5270 acres claimed by both hapu. The court was adjourned several times, while arrangements were made about who was to conduct Manihera's case. The hearing went from the 27 May to the 6 June 1881, both sides claiming ancestral links to land and continued occupancy. They both made reference to the Maori committee which had awarded the land to Manihera's group. Karaitiana criticised this committee, claiming that it was biased against him.<sup>331</sup>

Various Pakeha gave evidence as to whom they paid rent and who occupied the block. Henry Welch said he paid £7 a year to Manihera and others, but did not pay any money to Karaitiana. He said that he thought there was a dispute between Karaitiana and Manihera about fencing on the block.<sup>332</sup> George McKay, who leased land from Manihera and his brothers, but was given written notice from Karaitiana and others to leave, also gave evidence of a dispute between Karaitiana and Manihera. He stated that Karaitiana and

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<sup>328</sup> Maori Land Court Minutes, Okurupatu Document Bank, p. 40f.

<sup>329</sup> Stirling, page 329.

<sup>330</sup> Maori Land Court Minutes, Okurupatu Document Bank, p. 6.

<sup>331</sup> Okurupatu Document Bank, p. 56.

<sup>332</sup> Maori Land Court Minutes, Okurupatu Document Bank, p. 42 ff.



his party had been running sheep and horses on the block for eight or nine years.<sup>333</sup> Edward Schwarz Maunsell gave evidence about the roading negotiations and disputes that took place between Maori and the Crown on the block, as did Herbert Samuel Wardel. Maunsell said: ‘I cannot say who were the owners’<sup>334</sup> Wardel maintained: ‘I did not think Te Manihera was the owner of the land but I communicated with all those who asserted any claim to the land’<sup>335</sup>

William Iorns gave evidence for Karaitiana that Manihera ‘had no residence at Okurupete that I know of’ but that he did have stock running on the block.<sup>336</sup> Surveyor Percy Caspar Frasi stated that when he was instructed by Karaitiana and others to survey the land he was obstructed by ‘...Manihera's people.’

The Court's decision was to issue two titles, one to each group. A total of 68 people from both hapu were awarded title. This was later amended to one title for 73 people including Karaitiana. The land was to be inalienable. There was a survey lien of £213 6s 8d placed on the land shortly after title was determined. Other fees were also charged for this hearing, including court fees of £12 16s.

The Judges’ opinion was that Manihera's claim to inherit the block partly from his ancestor Manawatu Te Noti, who was said to have owned part of the block with Te Raetea, was not proven. Native custom was assumed by the Court to have given the land equally to both of TeRaetea's children, Raetea and Hine Te Arorangi. Karaitiana was a descendant of Hine Te Arorangi and so should inherit an equal share of the block.

Stirling has criticised the quality of this decision, partly because the court took no notice of the previous Maori committee decision. The Court had to decide solely on evidence presented. The fact that a ‘Native Committee was convened to investigate this trouble.’ was referred to in the judgement which also mentions that:

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<sup>333</sup> Okurupatu Document Bank, p.44f.

<sup>334</sup> Okurupatu Document Bank, p. 49.

<sup>335</sup> Okurupatu Document Bank, p. 50.

<sup>336</sup> Okurupatu Document Bank, p. 85.

the members of this Komiti were experts from different places in Wellington and Wairarapa. They were engaged for two months discussing the question, and the decision was against the descendants of Te Tohenga and in favour of the descendants of Te Raetia and Manawatu.<sup>337</sup>

Particularly, Stirling says the judges ignored evidence presented to the committee that Karaitiana had invented a false ancestor in order to make his claim. Stirling does not make any judgement as to the truth of the claim, simply that the truth was not tested and could have destroyed either party's credibility. He also criticised the quality of the judges in this case.<sup>338</sup>

In September 1881 Manihera petitioned for a re-hearing, stating that some of his witnesses were late and were not listened to but this request was refused. This is the first of a series of claims and counter claims lasting till 1888, in which both groups were involved. In 1882 Karaitiana and others asked for a subdivision of the block. The Court wished to appoint a Judge, an Assessor, and a third person to arrange this, but the case was adjourned when Manihera refused to agree. In 1883 there were seven other applications for subdivision, all dismissed.

In March 1885 Karaitiana and others applied for a subdivision of the block following a disagreement about leasing. Manihera had leased some of the block to two Pakeha, Livingstone and Lowe, but Karaitiana had refused to sign the lease. Both groups afterwards leased what they considered to be their part of the block to various Europeans, including Livingstone and Lowe. Other subdivision applications were heard in 1886, 1887, and 1888. Manihera's application of July 1886 'appears to have been received with favour', but the block was not subdivided.<sup>339</sup> Instead a new investigation was made, beginning on 4 June 1888, when Manihera applied for a partition in order to annul Karaitiana's claim.

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<sup>337</sup> Garwith and Hartley, Maori Land Court, Hastings, Application Files, Okurupatu Document Bank, p. 600.

<sup>338</sup> Stirling p. 338

<sup>339</sup> Stirling p. 333.

This investigation took 22 days with both sides giving substantial evidence. Manihera claimed the block through inheritance, through occupancy, and partly as a gift to his ancestor Manawatu for bravery in war. He also stressed his role in consenting to and pointing out the direction of the road that was eventually put through the block. He said money was given to him rather than Karaitiana for the road, and that Karaitiana's claim of occupancy was inaccurate in that he did not occupy land on the block at the time of the 1881 application. He mentioned that he had petitioned Parliament about the dispute.

Karaitiana replied that the decision had already been made, and that an application for a subdivision in order to reverse the decision was not legitimate. He said that previously both Manihera and himself had let land, and that Manihera's group had previously objected to a subdivision. Karaitiana claimed a division along the Ruamahanga River, which would give both sides equal shares. An undated copy of the judgement is in the document bank but not in the minute books.<sup>340</sup> The judges' decision was:

The block of land known as Okurupatu belongs to the descendants of Te Raetea and Manawatu whose names are included in the order of the court dated 6th June 1881, and that the descendants of Te Tohenga, Tutawake and Hine Te Arorangi have no claim to it, but in consequence of their names been included in the Order, the Court is unable to exclude them entirely from the apportionment.

The rights of Wi Tinitara whose name is included with Karaitiana's party are recognised, but the Court is of opinion that he derived his right from Te Raetea. The court therefore decides that an Order be issued for Wi Tinitara, Karaitiana and others for a portion of the land the area to be determined afterwards and that an order be made in favour of Manihera Maaka and his party for the remainder.<sup>341</sup>

The judgement seems to have been reserved for some time, and Stirling is of the opinion that it is possible that the claimants did not see it.<sup>342</sup>

In 1890 there was a re-hearing of the case when Manihera Maaka and others applied for partition of the block. The contestants spent a total of 17 days in court during this year

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<sup>340</sup> Garwith and Hartley, Maori Land Court Hastings, Application Files , Okurupatu Document Bank, pp.594-604, and Okurupatu Block Summary, p. 13.

<sup>341</sup> Garwith and Hartley, Maori Land Court Hastings, Application Files, Okurupatu Document Bank, p. 602.

<sup>342</sup> Stirling, p. 333.

discussing the apportionment of land to the parties concerned. Several adjournments were allowed for both parties to discuss the land allocation.

Manihera was of the opinion that Karaitiana's group should be entitled only to 100 acres. This included 50 for Wi Tinitara (see above). Karaitiana thought that his group's entitlement was 1700 acres. The Court suggested that a mediator be chosen by the parties to settle the matter. Te Whatahoro and Tamahau were appointed and decided that the people in Karaitiana's group should get no more than an acre each.<sup>343</sup> Agreement could not be reached, and an apportionment was made by Manihera's group that included no land for Karaitiana.<sup>344</sup>

The Court suggested that 300 acres for Karaitiana be considered a gift.<sup>345</sup> The final subdivision, after a re-hearing in 1892, gave him and seven others 232 acres in Okurupatu A No.2.<sup>346</sup> Karaitiana's portion of this land was 42a 1r 21p.<sup>347</sup> Karaitiana and five others received 296 acres in Okurupatu B No.3.<sup>348</sup> Karaitiana's portion of this was 59a 0r32p.<sup>349</sup> 'Restrictions were placed on alienation and another new survey was required for each subdivision...'<sup>350</sup> The main 1895 survey cost £204, to which Karaitiana admitted liability as an owner with a further £73 for other surveys in that year.<sup>351</sup> Stirling suggests that other payments for costs were almost certainly made.<sup>352</sup>

After the settlement, some of the land was leased. In June 1897 Karaitiana and others leased Okurupatu No.2, to Francis Shaw and George MacKay for 10s an acre. In July 1898, Te Owai Karaitiana applied to sell his shares in Okurupatu B No.3. This application was dismissed as he was found not to be an owner. In August 1898 Karaitiana and others leased Okurupatu B No 3 to A. W. Cave for £70 per annum. In

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<sup>343</sup> Maori Land Court Minutes, Okurupatu Document Bank p. 349.

<sup>344</sup> Okurupatu Document Bank, p. 342- 343.

<sup>345</sup> Okurupatu Document Bank, p. 363.

<sup>346</sup> Stirling page 336

<sup>347</sup> Undated Maori Land Court Judgement, Okurupatu Document Bank, p. 690.

<sup>348</sup> Garwith and Hartley, Okurupatu Block Summary, p 22.

<sup>349</sup> Certificate of Title, Okurupatu Document Bank, p. 720-1.

<sup>350</sup> Stirling p. 335.

<sup>351</sup> Maori Land Court Minutes, Okurupatu Document Bank, p. 517.

September of that year Te Owai Karaitiana applied for partition of both blocks but the application was denied, his father and brother both objecting.<sup>353</sup>

Karaitiana made an appearance before the Court in September 1898 in a succession case, to show that he was not actually dead stating the application was ‘simply the attempt of a lawyer to kill him [off]’.<sup>354</sup> The case was subsequently dismissed.

Kuku Karaitiana applied for the removal of restrictions on both blocks, which was also dismissed.<sup>355</sup> In August 1899, a partition of Okurupatu A No 2 was made to separate the share of Matire Kawana from Karaitiana Korou and other owners. Karaitiana’s share of this block was 42a 1r 24p.<sup>356</sup> This is the last mentioned that could be found of Karaitiana and family in association with this block.

In summary, the story of the Korou whanua’s involvement in this block is one of almost incessant dispute in the Native Land Court. The process was both expensive and ultimately of limited value, the Court being unable to resolve the disputes in a satisfactory way.

### **Whangaehu Block**

Title investigation for this block took place in October 1872. The block of 632 acres was, after consultation between the parties of Karaitiana Korou and Manihera Maaka, divided equally between the two groups, with each getting 316 acres.<sup>357</sup> Costs of £3 were levied on each subdivision. No restrictions were imposed and the individual interests of the owners were not determined before the block was alienated. The surveyor, J. S.

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<sup>352</sup> Stirling page 337

<sup>353</sup> Maori Land Court Minutes, Okurupatu Document Bank, p. 527.

<sup>354</sup> Okurupatu Document Bank, p. 528.

<sup>355</sup> Okurupatu Document Bank, p. 527.

<sup>356</sup> Okurupatu Document Bank, p. 537.

<sup>357</sup> Maori Land Court Minutes, Whangaehu Document Bank, p. 9. See also Certificate of Title Document Bank, p32.

Wilkinson complained about not being paid for the survey, but the actual survey costs were not mentioned.<sup>358</sup>

In October 1873 Karaitiana Korou and the other owners sold the land for £158 to James Gilligan and William Lowes. Two months later Manihera Maaka sold the other subdivision for £326 to James Lydon. Garwith and Hartley imply that there is something wrong with Karaitiana's price compared to Manihera's. Gilligan and Lowes used goods for part of the payment on account at Lowes' store. After Gilligan paid the balance of goods and cash to the owners, many still remained in debt.<sup>359</sup> Garwith and Hartley note the Trust Commissioner:

Confirmed both alienations 28/1/1874. Despite evidence of mounting debt of owners, Heaphy's inquiries 3/11/1873 - 4/12/1873 showed no objection to Gilligan having paid £94 of Maori owners accounts at Lowes' shop and using store goods as part payment. The 'Natives' at Masterton stated that the sale was satisfactory and fair and completed by payment of money. However, the inquiry noted that many owners remained in debt after the £94 balance was paid to Lowes by Gilligan on their accounts. Gilligan stated that £64 was paid in 10 shares to 10 owners in October 1872, with the balance paid by store goods or shop accounts with Lowes.<sup>360</sup>

Garwith and Hartley also maintain that:

Gilligan advanced £64 to Karaitiana Korou and nine owners of Whangaehu in 1872. Not clear whether this was before or after the land had been put through the court. Court order dated 23/10/72. As the order was subject to survey within 12 months it is very likely the £64 was an advance incentive to Karaitiana and his family.<sup>361</sup>

The reference to large debts accruing at shops being used to leverage land sales was common in Wairarapa and other parts of the colony and has been discussed by Stirling and others. By 1900 none of the block remained in Maori hands.

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<sup>358</sup> Garwith and Hartley, Letter 1 July 1873, John Wilkinson to Judge Fenton, Whangaehu Document Bank, pp. 26-28.

<sup>359</sup> Garwith and Hartley, Whangaehu Block, Database, p. 102.

<sup>360</sup> *ibid.*, p. 102.

<sup>361</sup> *ibid.*, p. 103. The documents for these opinions are not in the Document Bank, reference is made to Trust Commissioner Charles Heaphy's Court Minute Book, 1872-1879, MA-W 2/1 p. 166, 189, National Archives, Wellington.

### **Kurumahinono Block**

The title investigation for this block was heard in October 1872. Garwith and Hartley state that: ‘T. Hill, Cr[own] Agent had advanced money to claimants for provisions during court sittings’<sup>362</sup> and that negotiations by the Crown to purchase began in May 1872.<sup>363</sup> According to them, the price eventually paid for the 690 acres was about 8s 8d per acre.<sup>364</sup>

Karaitiana Korou and others claimed ownership of the block. Karaitiana through ancestry (Hauaitu), others by occupation. By agreement Karaitiana was made the sole grantee of the block, probably to facilitate its sale to the government.<sup>365</sup> The block was estimated at 3000 acres, but later surveyed and sold to the Crown as 690 acres.<sup>366</sup>

This block was the subject of a bitter dispute over price. No documents relating to the Maori side are in the Kurumahinono document bank, other than a letter referring to the dispute itself.<sup>367</sup> Documents relating to this dispute are found in the Whangaehu No.2 part of the document bank.

The dispute concerns, first, a 5% koha that was the subject of inquiry over time by Heaphy.<sup>368</sup> Hill apparently promised this koha because of dissatisfaction among the sellers that the government was on selling the land at somewhere between £1 and £3 12s per acre.<sup>369</sup> Secondly, that Karaitiana claimed not to have received all the money, only £130 and some food out of the £200 that had been promised him.<sup>370</sup> After several letters

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<sup>362</sup> Garwith and Hartley, Kurumahinono Block, Database, p. 25. 27.

<sup>363</sup> Kurumahinono Block, Database, p. 25.

<sup>364</sup> Kurumahinono Block, Database, p. 28

<sup>365</sup> Maori Land Court Minutes, Kurumahinono Document Bank, p. 3. See also Turton's Deeds, No. 196, p.406. Letter, J. Pretty to Major Heaphy, 14 September 1876, Kurumahinono Document Bank, p. 23. See also letter, Karaitiana Korou to Rogan and Smith, dated 26 October 1872, Kurumahinono Document Bank p. 10

<sup>366</sup> Memorandum of Agreement, 22 April 1872, Kurumahinono Document Bank, p. 42. See also Turton's deeds, No. 196, p. 408.

<sup>367</sup> Letter, T. H. Hill, 1 September 1876, Kurumahinono Document Bank, p. 25.

<sup>368</sup> Letters, C. Heaphy, 13 March 1878, 30 November 1877, 19 September 1876, 23 February 1876, Whangaehu Document Bank, p. 123, 132, 136, 137.

<sup>369</sup> McCracken, p. 128.

<sup>370</sup> Letter to Clarke, from Heaphy, 19 September 1876, Whangaehu Document Bank, p. 132.

inquiring as to the legitimacy of the koha, by 1878 Heaphy is saying: ‘5 per cent on the land that may be sold are now also formally admitted to be part of the contract.’

Furthermore, Heaphy considered: ‘the matter of the £20 ought not to be lost sight of.’<sup>371</sup>

This £20 seems to be the final amount of the money due for payment for the block that had not been received by Karaitiana. A letter co-signed by ‘Freeth, Native Interpreter’ mentioned that: ‘Mr. Hill had promised their koha.’

There are also several references to the dispute between Karaitiana on the one hand, and Freeth and Hill on the other, about lack of payment of the full £200 promised.<sup>372</sup> There seems to have been some debate as to whether the problem should hold up the extinguishment of the Native title to the land.<sup>373</sup> Heaphy however, decided to certify the sale because the dispute only involved a small sum.<sup>374</sup> No evidence could be found in the Document Bank apart from assertions by officials, that either full and final payment of the promised money or payment of the 5% koha was ever made. McCracken states: ‘It is not known when or indeed if the 5% was paid.’<sup>375</sup>

### **Patukawa Block**

Patukawa Block was investigated for title in April 1885. Karaitiana Korou was one of the counter claimants. Karaitiana based his claim on the grounds of the gift of Te Homaikai to Hineauahi, and the gift of their interest in the block by Te Irirakau and Pararakau to Te Retimana, his father (possibly a wedding gift). Karaitiana also claimed at least sporadic occupation of the land for the purposes of killing birds and pigs. The claimants disputed all this evidence, specifically the claim to occupation and the actual boundaries of the gift, particularly the Pohatu Stream.

The Court judgement was:

The court is of the opinion that the evidence is insufficient to support this contention owing to the conflicting statements made by the witnesses on this point, as no less than three

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<sup>371</sup> Letter to Clarke, from Heaphy, 13 March 1878, Whangaehu Document Bank, p. 123.

<sup>372</sup> See correspondence, Whangaehu Document Bank p. 132, 133, 135, 136, 138, 140.

<sup>373</sup> Various correspondence, Whangaehu Document Bank, p. 148-160

<sup>374</sup> McCracken, p. 129.

<sup>375</sup> *ibid*, p. 130.



different descriptions of the boundary was given by them and on the land being visited to ascertain certain particulars relative to boundaries and the position of places a number of discrepancies were discovered.

Amongst other places visited was Te Ahe alleged to be a settlement of the Ngatihineauahi and their hapu's, but no signs of occupation could be seen there, nor were many of the places described during the hearing of the case recognisable on the ground. In the face of all these statements and miss descriptions the court concluded that Karaitiana Korou and party had not substantiated their claim to Patukawa, but that any claim they had was situated on the Ngaipu Block.<sup>376</sup>

Karaitiana's case was therefore dismissed.

### **Waipoua Block (Mikomiko) Section 47, Reserve in Akura Block.**

A number of the documents relating to this block seem to be missing from the Document Bank. What can be said in relation to Karaitiana's family, particularly Matiria Karaitiana, is that they certainly owned land in the block, but how much is uncertain as no lists of owners and their individual interests could be found. However Matiria's signature does appear on a declaration form stating the legality of the alienation of her share in the land.<sup>377</sup>

Neither did there seem to be a deed available for her specific section. Fifty two acres was sold for £130 to Henry Bannister in October 1872. Garwith and Hartley maintain that it is, 'Unclear if this is part of Waipoua as it was sold before Crown Grant awarded.'<sup>378</sup> However the rest of the block was still in Maori hands by 1900, that is 273 acres.

This seems to have been one of the areas that Kuku Karaitiana wished to partition and mortgage in 1898 (see the Akura and Okurupatu sections of this appendix). Matiria Karaitiana was one of the successors to Wiremu Kingi's interest in the block.<sup>379</sup> She also succeeded to a share of the interest of Ripeka Ngahu.<sup>380</sup> Karaitiana's family, that is

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<sup>376</sup> Maori Land Court Minutes, Judgement on the Patukawa Block, Patukawa Document Bank, p. 287 ff.

<sup>377</sup> Form C. Declaration to be made by Natives alienating their Land, dated [6] August 1888, Waipoua Document Bank, p. 31.

<sup>378</sup> Garwith and Hartley, Alienations Table: Waipoua, N.P.

<sup>379</sup> Maori Land Court Minutes, Waipoua Document Bank, page 1.

<sup>380</sup> Waipoua Document Bank, p. 2.

Matiria's children Hamuera [W]aha O Te Rangi, Otene Kuku, Kereu, Ihakara, [Arawhita] seem to have succeeded to a share of Rangi Kingi's land by agreement after some dispute and mediation by the court.<sup>381</sup> Again no determination could be made of relative interest.

The block was leased to Henry Bannister, who mortgaged it to Arthur Rugby Bunny, who apparently had the right to sell the land if the mortgage was not repaid.<sup>382</sup> Other lessees subsequently mortgaged it under the same conditions.<sup>383</sup> Confirmation of the lease was held up according to Garwith and Hartley, by the 'problems with changing Native Lands Acts.'<sup>384</sup> They also maintain that at least one of the owners, Wiremu Kingi Tamawhati was 'not a party to this assignment' nor was there anything in the 'original lease protecting him if the deed of lease was reassigned for mortgage'.<sup>385</sup> As late as 1896 the deed was used as collateral for mortgage from the bank of New South Wales<sup>386</sup>

### **Te Weraiti Block**

This block of 1429 acres was brought before the Court in April 1880. This was later amended with some controversy to 1411 acres. Garwith and Hartley have speculated that 'a European was the catalyst behind the block being put through the court in 1880, as it was leased soon afterwards to G. M. Drummond.'<sup>387</sup> The case was adjourned on 14 April 1880 because the objectors had not yet arrived, and neither had the survey plan from Wellington. It resumed on 16 April 1880.

Hanita Arama and others were the claimants, Karaitiana Korou and his sister Erihapeti objectors. Both sides claimed the land through ancestry. Hanita said that it had never been sold and that she had never been driven off it. She asked for the order to be made as Tenants in Common. Karaitiana claimed through his grandfather Hinematua, and also through occupation as his family had cultivated and lived on part of the block. He

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<sup>381</sup> Waipoua Document Bank, p. 8.

<sup>382</sup> Garwith and Hartley, Alienations table, Waipoua block.

<sup>383</sup> Documents relating to the mortgage of the leases of this block can be found in the Waipoua Document Bank pp. 17-30, 58-59.

<sup>384</sup> Garwith and Hartley, Waipoua Block, Database, p. 94.

<sup>385</sup> *ibid.*, p. 94.

<sup>386</sup> *ibid.*, p. 95.

claimed the right to catch eels in the Mangahurahura River. He also claimed a right to the land because he had received rents when it had been leased to a Mr. Bennett.<sup>388</sup>

Erihapeti's claims were similar.

A Maori committee had already investigated the rights of both claimants groups to the land, the adjudication of which was a matter of some controversy among the claimants. Hanita and others claimed that none of the committee hearings allocated land to Karaitiana and that his land was outside the described boundaries of her claim. Karaitiana and Erihapeti countered that in fact the committee had given them the right to some of the land.<sup>389</sup> Erihapeti also accused Hanita of being 'absent with the Hau Haus when Karaitiana claimed this land.'<sup>390</sup> Karaitiana maintained that the sittings of the committee had given him land through ancestry, and through the consent of Ngatitangakau.<sup>391</sup>

The case lasted until 21 April 1880, and the judgement was given on 24 April 1880. The Court said that both claimants had a claim by ancestry and by 'acts of occupation and ownership.'<sup>392</sup> However Karaitiana and Erihapeti had:

proved some slight exercise of ownership, such as their living on the land when young children, but such right by occupation was disturbed by this submitting (with their mother) to a Taa after the occurrence of which they appeared no longer to have occupied the land.<sup>393</sup>

Karaitiana shared in the lease of part of a block by Marakaia to a Mr. Bennett, which the Court decided was 'in some measure a proof of ownership'<sup>394</sup> The order was made that Karaitiana and Erihapeti were both to get 62 acres, and the balance of the land was to be vested in Hanita and 22 others, including Karaitiana and his sister, as tenants in common.

<sup>387</sup> Garwith and Hartley, Te Weraiti Block, Database, p. 10.

<sup>388</sup> MLC Minutes, Te Weraiti Document Bank, p. 7.

<sup>389</sup> *ibid.*, p. 11-12.

<sup>390</sup> *ibid.*, p. 12.

<sup>391</sup> *ibid.*, p. 8 f.

<sup>392</sup> *ibid.*, p. 28

<sup>393</sup> *ibid.*, p. 29.

<sup>394</sup> *ibid.*, p. 29.

The fees for this hearing were £6, and the surveyor Mr. Wyles made an application for a survey lien of £50. Further fees amounting to £1 were also paid.

However, in April 1880 Karaitiana's party asked for a rehearing of the case, on the grounds that 'witnesses were absent because of illness' and 'the map was not placed before the Court and the land was heard and judgement given at random in favour of one side.'<sup>395</sup> This application seemed to cause some discussion among the officials as to whether a rehearing should be allowed.<sup>396</sup>

Meanwhile on 31 August 1880 a 21 year lease was agreed on the whole of the block, to G. M. Drummond. In September 1881 Percy C. Frasi, surveyor to the Chief Judge of the Court, explained that the block had needed to be re-surveyed as the previous surveyor was not authorised. This was done 'not at the cost of the government.'<sup>397</sup> But it is possible that the previous survey lien was cancelled. It was so recommended.<sup>398</sup>

In May 1882, W.H. Hosking purchased the whole of Te Weraiti block, with the exception of the interest of Ani Marakaia.<sup>399</sup> However Karaitiana's people were still advocating a rehearing, this time because the survey map was different to the original, showing 1411 acres instead of 1429 acres. This caused some consternation among officials but finally the case was heard in October 1882, costing £2, in order to get a certificate of title so that the land could be 'sold'. There was no adjustment of the boundaries. Garwith and Hartley describe this hearing as 'a farce' as the block had already been sold. They mention that:

The purchaser was none other than Dr. W. H. Hosking who pursued his usual method of purchasing individual owner's interests over the period of 12 months. It appears that he was already occupying the land when the plan was drawn up for the 1880 hearings. Hosking did however pay a reasonable price for the land, just under 17 shillings an acre.<sup>400</sup>

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<sup>395</sup> Letter, 28 May, H. Hopu Whakamairu to Judge Fenton, Te Weraiti Document Bank, p. 71-2.

<sup>396</sup> See memos and other correspondence relating to this in the Te Weraiti document bank, pp. 40, 41, 49, 50, 66-69, 70.

<sup>397</sup> Letter 10 September 1881, Percy C. Frasi, Te Weraiti Document Bank, p. 58.

<sup>398</sup> Letter, Survey Office to the Chief Judge of the Maori Land Court, dated 4 March 1882, Te Weraiti Document Bank p. 55.

<sup>399</sup> Letter, 3 May 1882, Marakaia Tawaroa and others, Te Weraiti Document Bank, p. 54.

<sup>400</sup> Te Weraiti Document bank, p. 10.

### **Mangapokia (Whareama Reserve Block)**

This block as brought before the Court was 458 acres. It was a reserve from the sale of the Whareama block to the Crown in 1853. These reserves were to be 500 acres each.<sup>401</sup> The block was extensively partitioned and subdivided among its approximately 105 owners.<sup>402</sup>

In March 1884 a warrant was issued for certificate of title, approximately 105 owners to be Tenants in Common. In July 1887 a certificate of title was issued for Mangapokia as 458 acres.<sup>403</sup> The surveyor, W. Bridson wrote to Judge McKay about the discrepancy between this and the proposed size. He suggested that the difference less the quantity absorbed by roading be allocated to the persons who have suffered through the discrepancy.<sup>404</sup> No further mention of this could be found.

Karaitiana Korou and several of his relations are found in the lists of owners for Mangapokia No.1. Karaitiana and eight others received 21a 1r 9p. Erihapeti Whakamairu and seven others received 22a 0r 9p in the original apportionment but objected, suggesting that it would be fairer to divide the block equally. After much discussion this was done and most owners received a share of 18 acres. Some provision was made for people who had been absent when the block was first investigated.

Karaitiana Korou received his share along with Hamuera Karaitiana, Kereu Karaitiana, Kuku Karaitiana, Ihakaru Karaitiana, and three others (names illegible). Matiria Karaitiana also received a share of 18 acres with four others; Erihapeti also received a share of 18 acres with four others, when the block was partitioned in 1888-1889 all in Mangapokia No.4. When individual apportionments were made, Karaitiana Korou received 2a 1r 0p, Erihapeti received 3a 2r 16p, Taraipine Manihera received 3a 2r16p

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<sup>401</sup> Mangapokia Document Bank N.P. Also see Turton's Deeds, p. 282.

<sup>402</sup> Garwith and Hartley, Mangapokia Block Summary, Databank, p. 22-3.

<sup>403</sup> Certificate of Title, 1887, Mangapokia Document Bank p. unclear. [could be 120.]

<sup>404</sup> Garwith and Hartley, Mangapokia Summary, N.P. Also see Memorandum signature illegible, for Chief Surveyor to judge McKay, Mangapokia Document Bank, p. 59.

and Hapeta Te Hopu 6 acres.<sup>405</sup> In February 1890, 66a 0r 24p of Mangapokia No.4 was exchanged for other land. The deed of exchange is between the executors of John Morrison's will, and Hapeta Te Hopu and others.<sup>406</sup>

A document was found in the document bank that appears to show that most of Mangapokia was sold to Europeans, including all of Mangapokia No.4. No other references could be found for the sales.<sup>407</sup> Garwith and Hartley state that most of this block was still in Maori hands by 1900, but Walzl maintains that:

most of Mangapokia was sold to Jessie Morrison and W. C. Buchanan. Details of the sale are elusive but it appears that Mangapokia 1.1, 2 and 3 were alienated. It is also likely that blocks 4, 5 and 6 were sold at all around this time leaving Mangapokia 1.2 as the only block remaining.<sup>408</sup>

This final portion was sold in 1914.<sup>409</sup>

### **Manaia Block**

This block, according to Garwith and Hartley was also known as the Waingawa Native Reserve, and had been set aside from land sold to the Crown in 1858. The reference given for this is in Turton's deeds, but aside from a 100-acre reserve set aside for Ngatuere Tawhao no reference could be found to this in Turton's.<sup>410</sup> In fact this block appears to have been set aside from the Kohangawariwari block. Evidence exists that the Crown did purchase four acres of this land before title was established in 1889.<sup>411</sup> Retimana Korou signed one of these deeds of conveyance for two acres. In April 1879, Ihaia Whakamairu claimed ownership of the other two acres and was awarded ownership by the Court in June 1881.<sup>412</sup>

In May 1888, the block was partitioned into five subdivisions called Manaia Nos.

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<sup>405</sup> Land Transfer Certificate, Mangapokia Document Bank, p. 84-6.

<sup>406</sup> Land Court Register, 1892-1893, Maori Land Court Wanganui, Mangapokia Document Bank p. 115a.

<sup>407</sup> Unheaded Record Sheet, Mangapokia Document Bank p. 74.

<sup>408</sup> Walzl T., 'Ngai Tumapuhia Reserves 1854-195', CFRT, p. 56.

<sup>409</sup> *ibid.*, p.57.

<sup>410</sup> B. Garwith, E. Hartley, Manaia block, (pages unnumbered). Also, see Turton's deeds, No. 150, p. 341.

<sup>411</sup> Trust Commission documents, 3 April 1879, Garwith and Hartley, Document Bank, p. 276 - 277, also Trust Commission documents, 27 June and 1 July 1887, Document Bank, p. 271-275.

1-5. Karaitiana Korou and others objected to the original apportionment ‘as they considered that the allotment was not an equitable one.’<sup>413</sup> The Court asked parties to come to an agreement about partition. After agreement was reached a total of 81a 2r 10p was the eventual allocation to Karaitiana and seven others.<sup>414</sup> This seems later to have been amended to 79a 0r 12p.<sup>415</sup>

A certificate of title was issued in September 1889, with restrictions on sale or mortgage or by lease of more than 21 years. Karaitiana Korou appears as one of the 21 owners.<sup>416</sup> Little more than a month later, Karaitiana's section, Manaia 107 Lot 1 was leased to A. Tinsley for 14 years, at an annual rent of £35.<sup>417</sup> The lease seems to have been extended or renewed in 1891 to a term of 21 years, with a rental of ‘£35 during first thirteen years and £40 during last eight years.’<sup>418</sup> The lease was confirmed in April 1898.

Kuku Karaitiana applied to have his interest in the block cut out in August 1898.

Karaitiana Korou objected to this partition, and the Court expressed sympathy with ‘the people who oppose the partition’ but could not hear the case because it was subject to an application by a Mr. Baldwin who had not yet had time to appear.<sup>419</sup> In September 1898 Kuku Karaitiana applied for a removal of restrictions on his part of the block. The Court dismissed the case on the grounds that ‘it appears that the relative interests have not been defined and nothing can be done with it.’<sup>420</sup> This is the last reference that could be found for Karaitiana Korou's land allocation in this block.

### **Ngaipu Block**

Karaitiana Korou appears on the various lists of owners of this block of 292 acres, along with Hamuera Karaitiana, Matiria Korou, and Erihapeti Whakamairu. A certificate of

<sup>412</sup> Trust Commission documents, 1 July 1881, Manaia Document Bank, p. 272-273.

<sup>413</sup> Maori Land Court Minutes, Manaia Document Bank, p. 2.

<sup>414</sup> *ibid.*, p. 4.

<sup>415</sup> Maori Land Court, partition order, dated 27 September 1889, Manaia Document Bank, p. 174.

<sup>416</sup> Certificate of Title, for Manaia No. 107, 27 September 1889, Manaia Document Bank, p. 178.

<sup>417</sup> Manaia Document Bank, pp. 255-258.

<sup>418</sup> Maori Land Court Minutes, Application for Confirmation, dated 7 February 1891, Manaia Document Bank p. 224. Other documents relating to this lease can be found pp. 221-231.

<sup>419</sup> Maori Land Court Minutes, Manaia Document Bank, pp. 13-14.

title was issued in 1890 under the 1886 Act. Specifically of Ngaipu No.2 (183 acres) Karaitiana and Hamuera received together, according to the schedule 38a 3r 16p. Matiria received part of 44a 0r14p.<sup>421</sup> The court issued a survey lien for £16 4s.<sup>422</sup>

The land was subdivided at some stage and half an acre set apart for an urupa. As all of the owners had been put into each title further subdivision was difficult, and while Garwith and Hartley state that it took place, it is unclear when. By 1900 the whole No.2 block was in Maori ownership, whereas Ngaipu No.1 had been sold.

### **Ngaipu (Reserve)**

Reference to Karaitiana Korou in the Ngaipu (Reserve) block could not be found, although his sister Erihapeti appeared on the lists of owners. According to Garwith and Hartley, the entire block was still in Maori ownership at 1900.

### **Te Pohue Block**

Karaitiana was a counter claimant to this block of 3465 acres, representing himself and two others against the claimant Hera Te Ata. The title investigation took place over a period of more than a month in September and October 1890, and over 11 days in September and October 1892. Karaitiana stated that the counter claimants had tried to affect a compromise with Hera, but that she had refused.<sup>423</sup> In Karaitiana's evidence he claimed the land through his ancestor Te Tohenga and claimed that he had never occupied the land, but was allowed to trap birds in the area. He also said that Hera had not disputed his claim previously.<sup>424</sup> There was much argument about who had rights to the land.

Hera Te Ata claimed that her rights were based on '1.Conquest, 2.Tipuna, 3.Tango, 4.Nokotuturu / Ahikakawa'. She said that the 'land was taken by my Tipunas from

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<sup>420</sup> Maori Land Court Minutes, Manaia Document Bank, p. 15.

<sup>421</sup> Maori Land Court Minutes, Map and Schedule of Owners, Ngaipu Document Bank, p. 21.

<sup>422</sup> Draft Certificate of Title, Ngaipu Document Bank p. 30.

<sup>423</sup> Garwith and Hartley, Maori Land Court Minutes, Te Pohoe Document Bank, p. 7.



Ngaiteao as the result of a quarrel.’ The case did not resume until September 1892, two years after it had been opened. Matira Ruta withdrew his claim and that of Wi Waka.<sup>425</sup> Karaitiana Te Korou and his nephew, Hapeta continued with their counter claim.

Karaitiana Te Korou stated that he lived at Akura and that he claimed the western portion of the block. He claimed this land through his mother’s ancestor.<sup>426</sup> He also claimed the land on the basis of ahi ka roa. He stated that his sister had lived on the land, although he himself had not.<sup>427</sup> Karaitiana disputed the claim that had been made by Hera in 1890 that the land had been subject to a raupatu saying: ‘I do not know of this occurrence.’<sup>428</sup> He claimed that Hamuera Koroko, Wi Waka, Hera Te Ata and himself had all sold the Whangaehu No.4 block.

He also claimed that Hera had never occupied the land, and that she had instead resided at several other areas in the Wairarapa area. Karaitiana stated: ‘My matuas told me that the young birds were all that Hera was entitled to and that the place were [sic] the nests were belonged [to] Hoana my mother.’

Karaitiana qualified his remarks by stating that they applied to the area he claimed.<sup>429</sup> When questioned by Manihera Maaka, Karaitiana stated that he did not go to observe the survey made by Hera saying: ‘I did not point out to Hera that she was including my land but left the matter to be discussed before the Court.’<sup>430</sup>

Karaitiana stated that it was his mother, Hoana who pointed out the boundaries along the Waiohine.<sup>431</sup> He believed that part of the boundary pointed out by Hoana was incorrect, leaving out a corner of the Kai o Te Atua block and said: ‘I was admitted as an owner to Wangaeahu No. 2 because of my ‘take’ to the part called Te Ahimanu. ... The part that

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<sup>424</sup> *ibid*, p. 9ff.

<sup>425</sup> Wairarapa M.B. 18A/43 19 September 1892 Document Bank, pp. 8-103

<sup>426</sup> Wairarapa M.B. 18A/44 19 September 1892 Document Bank, pp. 8-103

<sup>427</sup> Wairarapa M.B. 18A/44 19 September 1892 Document Bank, pp. 8-103

<sup>428</sup> Wairarapa M.B. 18A/46 19 September 1892 Document Bank, pp. 8-103

<sup>429</sup> Wairarapa M.B. 18A/47 19 September 1892 Document Bank, pp. 8-103

<sup>430</sup> Wairarapa M.B. 18A/47 19 September 1892 Document Bank, pp. 8-103

belonged to me was to the eastward and included the land I am now claiming in the Pohue Block.’<sup>432</sup> Karaitiana Te Korou also claimed that he was disadvantaged by the surveys:

Hamuera Koroko [?] and Wi Waka laid down the Western boundary of the Pohue Block. The rohe along the Waiohine was pointed out by Hoana I was not present. If Mr Wilkinson says that I was he is mistaken.

Hapeta and Karaitiana were making separate claims through separate ancestors – Hapeta through his father. Cross examined by Te Whatahoro, Hapeta stated that the flax growing in the lake at Roto o Parerangi were planted by ‘Hoana or by her Tipunas.’<sup>433</sup> Hapeta Whakamairu also disputed the claim made by Hera Te Ata to a right derived from conquest saying: ‘There was no fighting on this land.’<sup>434</sup> Instead he claimed that the rights to the land were acquired through marriage with the original Rangitane owners:

I was asked by Manihera to allow my name to be put on the Grant but I suggested that Wi Waka’s name should be inserted. It did not matter whose name was put in as the land was to be sold to the Government.<sup>435</sup>

Hapeta had apparently applied for part of the area in 1876, although he did not name the area correctly.

Hera presented her case on 21 September.<sup>436</sup> She described the boundaries of the block and also her whakapapa.<sup>437</sup> She stated that her brother was buried in one of the urupa on the block.<sup>438</sup> Hera claimed that ‘my matuas and tungane occupied the Pohoe Block and went from there to Nukutaurua.’<sup>439</sup> After returning to the area Hera and her brother leased the land to a European, Mr. Luskford [?]. After this the land was let to a series of settlers. Hera stated that no one had interfered in the leasing arrangements, or had asked to be included. The land lay idle for a year and was then leased to a Mr. Bell who remained on

<sup>431</sup> Wairarapa M.B. 18A/47 19 September 1892 Document Bank, pp. 8-103

<sup>432</sup> Wairarapa M.B. 18A/48 19 September 1892 Document Bank, pp. 8-103

<sup>433</sup> Wairarapa M.B. 18A/51 19 September 1892 Document Bank, pp. 8-103

<sup>434</sup> Wairarapa M.B. 18A/55 20 September 1892 Document Bank, pp. 8-103

<sup>435</sup> Wairarapa 18A, 19 September 1892, fol. 49 Document Bank, pp. 8-103

<sup>436</sup> Wairarapa 18A, 21 September 1892, fol. 69 (Document Bank, pp. 8-103

<sup>437</sup> Ibid. pp. 69-71.

<sup>438</sup> Ibid. p. 73

<sup>439</sup> Ibid. p. 73.

the block. Hera said that no one had asked for a share of the rents paid by Bell.<sup>440</sup> Hera also described the conflict that was the basis of her claim for ‘take raupatu’.<sup>441</sup> She finished by saying: ‘The rights of ownership that I have exercised on the land since returning from Nukutaurua are letting the land and surveying it.’<sup>442</sup> Hera disputed Karaitiana Te Korou’s claim to the area stating that it was her father who had planted the flax at Te Roto o Parearangi. She also stated that the person, Parearangi belonged to the Naiteao hapu.<sup>443</sup>

Hera Te Ata described a dispute that she had had with Retimana Te Korou and others over the boundaries when Mr. Wilkinson was surveying the area: ‘We commenced to quarrel at Sundown and [kept?] it up till the following morning.’ She said that she had asked the surveyors to stop their work, stating: ‘I remarked that I thought that the rohe was to be conducted in a fair manner but you have been making it secretly.’<sup>444</sup>

Another claim made by Hera to exclusive ownership was based upon a proposed sale:

I was the only person who arranged to sell the Pohue Block to Mr Commissioner McLean [who] Offered the whole block for sale The Sale was prevented by the death of my tamaiti kua pouri au kaore au e kaha ki te hoko. Mr Serancke [sic] afterwards came to me at Akura and wanted to renew negotiations but I refused to do so and no further attempt has been made to dispose of the land since.<sup>445</sup>

Taiawhio Te Tau had cleared all the land towards Te Roto o Parearangi. The area around Te Tawa a te Hiki. Hera said: ‘No one belonging to the Counter claimants came to object to our clearing the land... It was in 1881 that I commenced to occupy the land’<sup>446</sup> Matina Ruta, cross examined by Whatahoro, claimed that land owned by Hera Te Ata was included in the sale of the Whangaehu block. ‘Hera Te Ata is fully justified in being vexed at her land being included in the Survey of the Whangaehu Block’<sup>447</sup>

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<sup>440</sup> Ibid. p. 75.

<sup>441</sup> Ibid. p. 75-77

<sup>442</sup> Ibid. p. 75

<sup>443</sup> Ibid. p. 78

<sup>444</sup> Ibid. p. 80

<sup>445</sup> Ibid. p. 85-86

<sup>446</sup> Ibid. p. 107 [?]

<sup>447</sup> Ibid. p. [?] 27 September 1892.

According to Manihera Maaka however, Hera Te Ata had been included in the sale of the Whangaehu block and had received £100.<sup>448</sup>

She was allowed to take part in the Sale of the Whangaehu Block because in fixing the boundary of the land to be sold part of her land was included in it owing to the tortuous nature of the Maori boundary.

Essentially Karaitiana Te Korou argued that the survey of the neighbouring block had not included an area belonging to himself. It appears that the Government had been well aware of the ‘backward state of the survey of the Wangaehu [sic] block’.<sup>449</sup> Searancke had entered into the purchase agreement without a proper survey.<sup>450</sup> Turton’s Deeds shows a triangular section of disputed land adjoining ‘KARAITIANA’S BLOCK’.<sup>451</sup> To so clearly label an area of land as ‘disputed land’ was apparently unusual.<sup>452</sup>

Karaitiana’s contention that he had an interest in the Whangaehu block, even though he had not signed the deed, is supported by his signing a deed receipt for the block, although the signing of this receipt was apparently preceded by the complaints of ‘two women’.<sup>453</sup>

Judgement was given without comment on the relative merits of the cases heard before the court. It was in favour of the Ngatihinepare hapu and the counterclaim of Karaitiana and Hapeta Whakamairu was dismissed. It does not seem that Karaitiana's family applied for a rehearing of the case before 1900.

### **Potakakuratawhiti Block**

Karaitiana seems to have withdrawn his claim to this block. The block was allocated to others without any opposition.<sup>454</sup>

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<sup>448</sup> Ibid. p. [?] 27 September 1892.

<sup>449</sup> McCracken, Helen, Land Alienation in the Wairarapa District, 1854-c.1880s. Appendices: Block Histories, January 2001.p.202-203.

<sup>450</sup> McCracken, Helen, Land Alienation in the Wairarapa District, 1854-c.1880s, para. 4.3.2.

<sup>451</sup> McCracken, Helen, Land Alienation in the Wairarapa District, 1854-c.1880s. Appendices: Block Histories, January 2001.p.204.

<sup>452</sup> Personal Communication Dr Barry Rigby, 20 November, 2002.

### **Makirikiri Reserve Block**

Although Karaitiana Korou spoke at the title investigation hearing, and was possibly involved in the negotiations involved in the lists of names being prepared to give to the court, his name could not be found on any of the deeds, lists of owners, or successions of any of the subdivisions in this block.

### **Whareama Block**

Not a great deal can be said specifically about Karaitiana's connection with this block, as the Native Land Court records are deficient in this area. However it can be said that the Crown acquired part of this block connected with Karaitiana's family in December 1853 with a payment of £300 for 100,000 acres. Both Retimana and Karaitiana, among others, signed the deed for Whareama (North). Reserves were to be established, and rights to eel fishing, firewood gathering and cultivation (at Mangapiu) were to be formally recognised. It is unclear, however, if this applies to the whole of the Whareama block and the people that sold it in general, or just to parts of the block and the people who sold those particular parts.<sup>455</sup>

In 1867, Wairarapa Maori petitioned parliament about the Crown grants to Reserves which had been delayed. There was also some dispute about land on Meredith's run, which had been occupied by Maori presumably as they thought it was part of a reserve.<sup>456</sup> The land was later bought by the Government, but Karaitiana's family does not seem to have been associated with this.

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<sup>453</sup> McCracken, Helen, Land Alienation in the Wairarapa District, 1854-c.1880s, para. 5.5.2.

<sup>454</sup> Maori Land Court Minutes, Potakakuratawhiti Block, Document Bank, p. 4.

<sup>455</sup> H. McCracken, Land alienation in the Wairarapa District 1854-c 1880s, Appendix, Block Histories, 2001, p. 283.

<sup>456</sup> *ibid.*, p. 287 ff.

### **Rangataua Block**

The hearings for this block of 564.219 acres were held almost entirely in Maori. Karaitiana seems to have been awarded 300 acres from the Block, while other members of his family, Hamuera, Kuku, Kereu, Wahatiriangi, among them were awarded a hundred acres each. According to Garwith and Hartley, by 1900 none of the land had been sold, however 463.5 acres had been mortgaged, and the rest leased.

### **Whangaehu No.2 Block**

In 1870 A Follet Halcombe, Provincial Secretary, replied to John Jackson at Whangaehu, explaining that the 'backward state of the Whangaehu block' had for some time been under 'serious consideration' by the government. Measures were to be taken to ensure that purchasers were placed in possession of their lands.

The names of Karaitiana Korou and Erihapeti Whakamairu appear on a memorandum of agreement between the owners of the block and the Crown.<sup>457</sup> Their signatures also appear on a receipt for a £200 advance on the purchase price paid by the government in April 1872.<sup>458</sup> The title hearing was heard in December 1873 which issued a certificate of title under Section 17 of the Act of 1867.<sup>459</sup> Karaitiana Korou, Erihapeti Ihaia, and Hapeta Whakamairu appear on the certificate of title.<sup>460</sup>

The evidence in the document bank is unclear, but according to Garwith and Hartley, in May 1874 the decision taken under section 17 was reversed and a restriction was put on the alienation of this block.<sup>461</sup> In 1881 a new certificate of title was ordered in favour of the Crown under section 6 of the Native Lands Act of 1877.<sup>462</sup> Several people including Erihapeti objected, but their objections were dismissed.

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<sup>457</sup> Memorandum of Agreement, 15 March 1872, Whangaehu No.2 Document Bank p. [187]

<sup>458</sup> Copy of receipt in English and Maori, 1 April 1872, Document Bank p. 68.

<sup>459</sup> Maori Land Court Minutes, 15 December 1872, Document Bank, p. 15.

<sup>460</sup> Certificate of title dated 15 December 1873, NP. Some of the pages of this section of the Document Bank seem to be missing and/or out of order.

<sup>461</sup> Garwith and Hartley, Whangaehu No.2, Database, p. 97.

<sup>462</sup> Maori Land Court Minutes, 1 June 1881, Document Bank, p. 21.

The Crown purchased this block of 2077 acres in 1881 for 1s 6d an acre plus a 5% 'koha'. Previous to this the Crown had an agreement to purchase 'c.10,000 acres at Upper Tauheru' of which this seems to have been a part.<sup>463</sup>

### **Tararua Block**

Although a great deal of information exists about this block, not much can be said about Karaitiana and his family specifically. The original deed of sale was signed by Matiria Karaitiana, Retimana Korou, Erihapeti Whakamairu, Hamuera Karaitiana, and Karaitiana Korou, showing that Karaitiana's family did have some interest in the land. However, the government was negotiating for some time to purchase the block, and McCracken notes that payments were made before title was established.<sup>464</sup>

She says that 'These negotiations were costly and as a result Mclean was asked to pay the koha in order to cover claimants expenses.' Two reserves were established for the sellers, both of a thousand acres. One was sold by agreement to compensate Ngati Raukawa 'who had not received any money from the original transaction'<sup>465</sup> The other, according to Garwith and Hartley was 'never surveyed and location unclear'<sup>466</sup>

According to McCracken:<sup>467</sup>

During the hearings the Judge heard several objections to the sale. Te Manihera questioned where the money had gone. Ngatuere protested that he had been forced to sign the deed. Despite this the court ordered that a certificate of title be issued to the Crown subject to two reserves. ... The grant was made in favour of Te Keepa Rangihiwini, Te Manihera Te Rangiakiawaho, and Matai Mokai.

<sup>463</sup> Garwith and Hartley, Whangaehu No.2 Block Summary, Database, p. 97.

<sup>464</sup> McCracken, p. 157.

<sup>465</sup> McCracken, p. 156.

<sup>466</sup> Garwith and Hartley, Tararua Block, Database, p. 94.

<sup>467</sup> McCracken, p. 156.