Wai152 #A1

Wai 52; 88; 108; 113;
182; 207; 237; 265

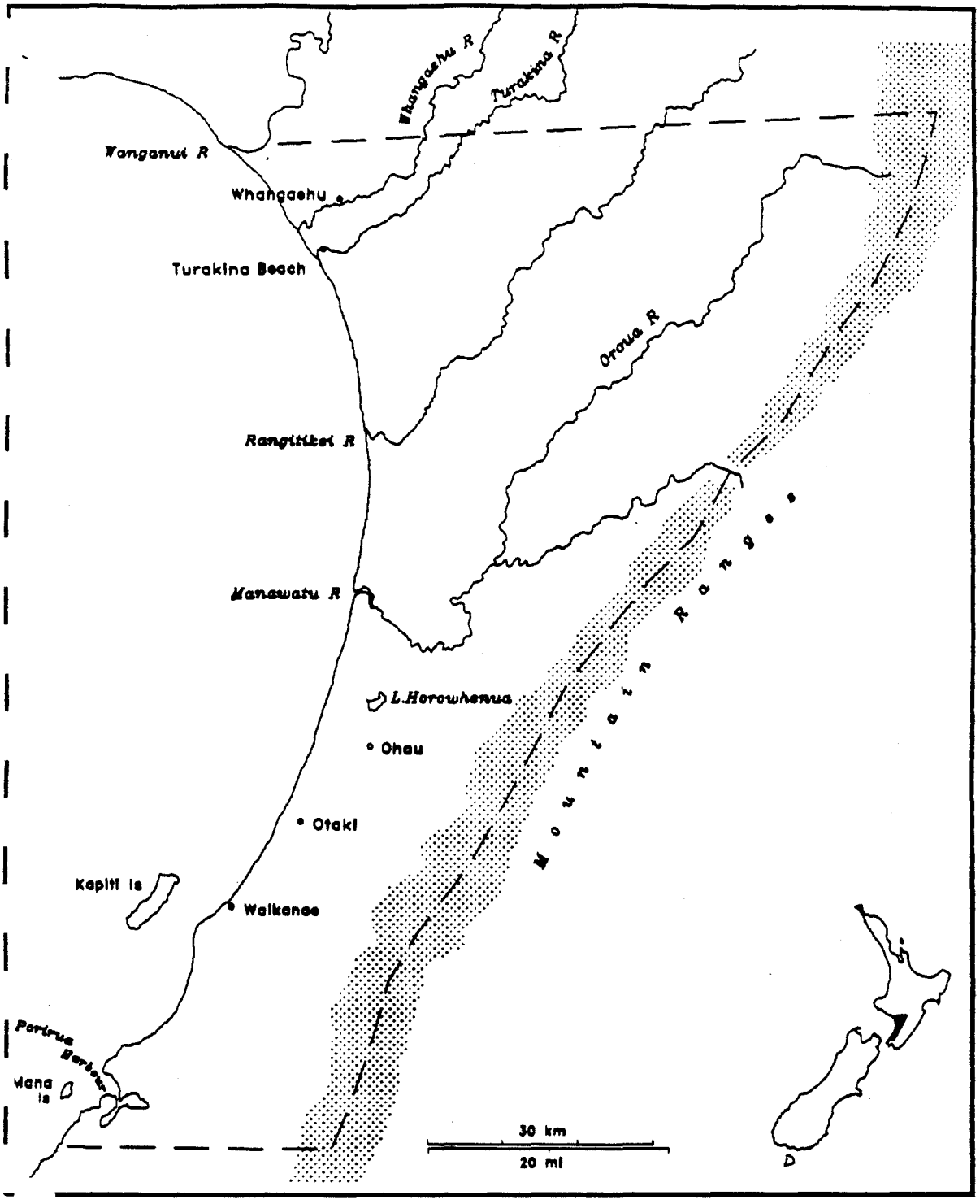
Wai 113 #A10

An Exploratory Report
Commissioned by the
WAITANGI TRIBUNAL
on Early Crown Purchases

Whanganui ki Porirua

Jane Luiten

5 March 1992


Whanganui R
Turakina R
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Whanganui
Turakina Beach
Oroua R
Rangitikei R
Manawatu R
L.Horowhenua
Ohau
Otaki
Kapiti Is
Waikanae
Portirua Harbour
Mana Is
Mountain Ranges
30 km
20 mi

Map 1

Introduction

The following exploratory report outlines the negotiations and transactions entered into by the Crown for the purchase of land on the west coast between Wanganui and Porirua. This area is the subject of a number of claims to the Tribunal from iwi with interests in these districts. The report is largely confined to Crown activities prior to the advent of the Native Land Court, the exception being the Rangitikei-Manawatu purchase, as this district was excepted from the operation of the Native Lands Act 1862. The Crown's relationship with iwi on the coast after this time will be looked at in subsequent exploratory reports. It must be remembered that almost all of the information about the transactions is derived from official sources. A brief account of recent tribal settlement in the area has been included, as an understanding of the intertribal relationships is crucial to a consideration of the purchases.

I have been employed by the Tribunal on its research staff for almost two years. I hold a Bachelor of Arts degree in History from the University of Waikato.

The Claims

There are eight claims concerning land on the west coast of the North Island currently lodged with the tribunal.

Wai 52 - Tamihana Tukapua on behalf of Muaupoko (5 December 1988)

Wai 88 - Pehi Parata on behalf of Ati Awa ki Waikanae (7 August 1989)

Wai 108 - Tama-i-uia Ruru on behalf of Muaupoko (22 November 1989)

Wai 113 - Whata Karaka Davis, Ngarongo Iwikatea Nicholson and Te Maharanui Jacob on behalf of Ngati Raukawa ki te Tonga (28 November 1989)

Wai 182 - Ruth Jacqualine Hera Harris on behalf of Rangitane ki Manawatu (3 January 1991)

Wai 207 - Akuhata Wineera, Pirihira Hammond, Ariana Rene, Ruta Rene, Matuaiwi Solomon, Ramari Wineera, Hautonga Te Hiko Love, Wikitoria Whatu, Ringi Horomona, Harata Solomon, Rangi Wereta, Tutira Williams, Ruihi Horomona, Manu Katene on behalf of Ngati Toa Rangatira (1 June 1989)

Wai 237 - Ron and William Taueki on behalf of Muaupoko ki Horowhenua (26 August 1991)

Wai 265 - George Mathews on behalf of Ngati Apa (11 December 1991).

All of the claimant groups have submitted general claims regarding the Crown's actions in respect of the acquisition, sale or other dealings by the Crown or its agents with their land. General claims too, are directed at the various Acts, actions, omissions, policies and practices of the Crown and its agents, which are said to have prejudicially affected the claimants and resulted in the loss of their assets, including waterways, forests and fisheries.

Reference to specific Crown actions were made by some of the claimant groups. Ati Awa ki Waikanae state they have been prejudicially affected by the passage of the Kapiti Island Reserve Act and subsequent clauses which have "allowed for sole pre-emption over any alienation of the land by the Crown alone". Mr Ruru of Muaupoko points to issues regarding Lake Horowhenua and land taken under Public Works Acts earlier this century. Ngati Raukawa ki te Tonga refer to the purchase of the Manawatu-Rangitikei block by the Crown in 1866: that the Crown brought unfair pressure to bear on Ngati Raukawa to sell, that it failed to gain the consent of all the tribe to the sale, and that promises of reserves to those who did sell were never honoured. They also claim that a Native Land Court decision in 1873 rendered the tribe virtually landless in the Horowhenua, and that the recommendations of the Horowhenua Commission 1896 (implemented in the Horowhenua Block Act 1896) failed to redress this wrong. The descendants of Taueki of Muaupoko are concerned with local issues in the Horowhenua block, and the fact that they lack representation on any of the official bodies which manage Lake Horowhenua.

The claimant groups seek the return of specific areas of Crown land to tribal ownership. Where this is not feasible, other Crown lands within their tribal areas are sought. In some of the claims the tribunal is asked to recommend monetary compensation for the loss of land, fisheries and other resources; the restoration of the condition of land and waterways; and the protection of such resources from further degradation.

The claimants' rohe overlap each other to a greater or lesser degree. Moving from the north to south, Ngati Apa's area encompasses the Rangitikei district, stretching from the Pukohu stream in the north to the Rangitikei river in the south. This overlaps with Rangitane ki Manawatu's rohe, which encompasses the upper Manawatu and lower Rangitikei districts. Ngati Raukawa ki te Tonga have interests in land from the Rangitikei river in the north to the Kukutauaki stream in the south. While some Muaupoko claimants

are concerned with land in the Horowhenua, Mr Tukapua's claim stretches in addition down to the Kapiti Coast district. Ngati Toa Rangatira's claim overlaps them all, beginning at the Whangaehu river and reaching right down to overrun Ngai Tahu's territory in the South Island.

Tribal settlement in the area

The number of overlapping claims is not surprising given the history of the area. It is essential that the tribal occupation and inter-tribal relationships of the west coast be understood in order to fully comprehend the subsequent transactions effected with the Crown. The following account is but a very brief summary and should be treated with circumspection: it is taken from a number of histories of the region, written principally by Pakeha.[1] The iwi themselves have not been consulted.

Rangitane were the first of the above-named tribes to migrate to the west coast from Hawkes Bay. They made their home in the Manawatu and were followed soon after by their relations from the east coast, the Muaupoko. As a consequence, the tangata whenua - Ngati Mamoe - were eventually driven from their homeland. The intruders established themselves on the coast as far south as Porirua, including Kapiti. At this time too, the Ngati Apa, another tribe from the east coast, settled in the Rangitikei district. This regime continued undisturbed until shortly before the establishment of British rule in New Zealand in 1840. It was brought to an end by the invasion and conquest of the coast by Ngati Toa and their allies under the leadership of Te Rauparaha.

In 1818 Te Rauparaha accompanied Tamati Waka Nene and his Ngapuhi taua on a foraging expedition via the west coast. Impressed with the land and the opportunities it promised, and under pressure from neighbouring tribes at Kawhia, Te Rauparaha on his return urged his people to migrate south. Similar exhortations were made to Ngati Raukawa (his mother's people) at Maungatautari and to Te Ati Awa (Ngati Awa), to no avail. Ngati Toa's migration began in early 1820. They received help from Te Ati Awa at Waitara, a considerable number of whom escorted them through Taranaki under the leadership of Wiremu Kingi Te Rangitake. Ngati Toa also received protection through the Rangitikei district from members of Ngati Apa, an alliance of sorts having been formed in consequence of the earlier marriage of Te Rangihaeata and one of Ngati Apa's women, Pikinga. The heke arrived at Horowhenua in 1822 and established themselves at Waikanae.

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1 G Adkin Horowhenua (Department of Internal Affairs, Wellington, 1948); T L Buick Old Manawatu (Buick & Young, Palmerston North, 1903); W C Carkeek The Kapiti Coast (A H & A W Reed, Wellington, 1966); R McDonald Te Hekenga: early days in Horowhenua (Bennett & Co, Palmerston North, 1929); J G Wilson Early Rangitikei (Whitcombe & Tombs, Christchurch, 1914);

Conflict with the tangata whenua was inevitable. Shortly after Te Rauparaha's arrival, Muaupoko and Rangitane made an attempt on his life, and most of his family was killed. The retaliatory onslaught against the main Muaupoko settlement of Horowhenua resulted in victory for Ngati Toa. The few survivors sought refuge inland, making new homes in hidden bush clearings.

Ngati Toa also succeeded in taking Kapiti, formerly a Ngati Apa and Muaupoko stronghold. On securing the island retreat, they made it their home, while the Te Ati Awa allies remained on the mainland opposite. Raids continued against the Muaupoko, and later, against Rangitane in the Manawatu. Ngati Apa too, became embroiled in the conflict, following that tribe's successful assault on Ngati Toa. The carnage between the intruders and the tangata whenua culminated in the latters' attempt to drive out Ngati Toa. A fighting force of some 2000 men was assembled from as far afield as Waitotara in the north to Massacre Bay in the South Island. The united force converged upon Kapiti by canoe in the early hours of the morning, hoping to catch Ngati Toa unawares. The ensuing battle, known as Waiorua, proved a disaster for the allied forces and reinforced Ngati Toa's supremacy on the coast. Following this battle, the victors proceeded to Rangitikei where they attacked Ngati Apa and on their return through the Manawatu, terrorised Rangitane.

Despite his military success, it is claimed that Te Rauparaha needed the support of allies to hold the vanquished territory. To this end Ngati Raukawa and Te Ati Awa were invited to settle on the coast. The first migration of Ngati Raukawa from Maungatautari arrived at Otaki in 1825-26 under Te Ahu Karamu. Other heke followed over the years, including that of Te Whatanui and his people, who settled at Lake Horowhenua. The establishment of the new arrivals was not without dispute. However it was eventually settled that Ngati Raukawa would occupy the region north of the Kukutauaki stream (roughly half way between the Waikanae and Otaki rivers).[2] Te Ati Awa agreed to occupy land south of the Kukutauaki, their principal settlement lying at Waikanae. Ngati Toa remained on Kapiti, but some members shifted to the mainland, occupying Porirua, Pukerua Bay and Mana Island. Te Rauparaha himself lived among his Ngati Raukawa relations at Otaki. Carkeek maintains that both Te Rauparaha and Te Rangihaeata exercised a certain suzerainty over the land: "As their enemies dwindled in number, the conquered territory increased in extent, and so too did their power and influence as overlords wherever their allies settled".[3]

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2 Carkeek, p 172

3 Carkeek, pp 24-25

Although Ngati Raukawa held control of the Rangitikei and Manawatu districts, a Ngati Apa and Rangitane presence remained. These tribes retained their pa along the Rangitikei and Manawatu rivers, co-existing with the Ngati Raukawa. At Horowhenua too, the remnants of the Muaupoko were afforded sanctuary by Te Whatanui. After the notorious "Massacre of the Pumpkins" where a considerable number of Muaupoko and Rangitane were deceived and killed at a Te Ati Awa pa at Waikanae, Te Whatanui carved out an area of land for the remaining Muaupoko at Lake Horowhenua, of some 20,000 acres in extent.

Conflict over land was not restricted between the conquerors and the conquered. The biggest influx of Te Ati Awa to the west coast occurred in the early 1830s, although many of these people soon returned home. In 1833 the largest Te Ati Awa heke reached the Waikanae district. It was the arrival of the new-comers on land already occupied by Ngati Raukawa which led to the battle of Haowhenua in 1834. What began as a small encounter between Ngati Raukawa at Otaki and the new Te Ati Awa migrants over the occupation of land near Otaki, soon mushroomed into a full-scale confrontation involving many different iwi. Ngati Maniapoto and Ngati Tuwharetoa came to the assistance of Ngati Raukawa. Ngati Toa was divided: Te Rauparaha fought on the side of Ngati Raukawa, while others from Kapiti joined Te Ati Awa. It is said that Ngati Apa and Rangitane too, fought on Ngati Raukawa's side. After prolonged bitter fighting and a great loss of life on both sides, a peace was negotiated. The truce endured until 1839, when antagonism between the two tribes again flared. The battle of Kuititanga was said to have been initiated by Ngati Raukawa's killing of some members of Te Ati Awa at a place north of Otaki. Efforts to resolve the friction through negotiation failed and there were many casualties, particularly of Ngati Raukawa, in the ensuing battle.

By 1840 then, Ngati Raukawa were well established in the Manawatu and Rangitikei districts, having pushed many Ngati Apa and Rangitane inland and north to the upper Rangitikei and Wanganui districts. The Muaupoko had been decimated, a remnant of the tribe living on a strip of land at Lake Horowhenua under the protection granted them by Te Whatanui. It is claimed by some historians that Te Rauparaha's influence had begun to wane by the end of the 1830s, and that by 1840 both Te Ati Awa and Ngati Raukawa were autonomous in their respective regimes. Certainly the relationships between the different iwi were not static, as the subsequent negotiations for land in the district revealed.

The New Zealand Company purchases

Both the Porirua and Wanganui purchases have their roots in the activity of the New Zealand Company some ten years before. Within the first week of arrival of the Tory at Pito one on 20 September 1839, William Wakefield had "bought" the great harbour of Te

Whanganui a Tara (Port Nicholson) and its surrounds. In the ensuing weeks he went on to obtain signatures to other land deeds in exchange for goods.[4] At Kapiti, on 25 October, nine Ngati Toa chiefs signed a deed which conveyed to the company land from the 43rd parallel in the South Island to a point north of the Wanganui river mouth. On concluding this transaction, the Tory returned to Queen Charlotte Sound to negotiate a third deed with Te Ati Awa living in the south. This deed was transacted on 8 November 1839. Both the wording and the boundaries were the same as the second deed executed at Kapiti. The payment too, was similar: guns, gunpowder, blankets, tobacco, flints, fishhooks, clothes and other miscellaneous items. En route north to purchase further lands, Wakefield transacted a deed with three Wanganui chiefs at Waikanae. For a down-payment of three fowling pieces, he "purchased" land from the Manawatu to Patea. This transaction was later "completed" by Jerningham Wakefield. At Wanganui in May 1840 he obtained the marks of 27 Maori men to the deed, in exchange for goods worth about 700.

The first New Zealand Company settlers arrived at Port Nicholson in the early months of 1840. By the close of the year the surveyed sections had been sold out and company surveyors were sent to Wanganui to lay out the site of a New Zealand Company settlement there. Wakefield also sought to make available land at Porirua, Manawatu and the Wairarapa. Everywhere however, there was conflict with Maori who repudiated any sale of their land. In 1842 attempts by settlers to erect buildings at Porirua were destroyed by Ngati Toa. Both Te Rauparaha and Te Rangihaeata consistently refused to acknowledge the right of the New Zealand Company to any of the land around the harbour of Porirua. Similar conflicts were occurring at Wanganui as emigrants, having paid for their acreage from the company, found themselves facing Maori who denied selling the land.

In May 1842 Commissioner William Spain began his investigation into the validity of pre-1840 land purchases. The New Zealand Company was not exempt, and much to their chagrin were required to prove that native title had in fact been extinguished in each purchase.

Spain's findings fell well short of the New Zealand Company's claims. Following the commissioner's recommendations, 40,000 acres were awarded at Wanganui and no award was made at Porirua. At the invitation of certain Ngati Raukawa chiefs, Wakefield had concluded a purchase of land at Manawatu in 1841. His claim to 25,000 acres was reduced to 100 acres at the recommendation of the commissioner.[5]

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4 see P Burns Fatal Success: a history of the New Zealand Company (Auckland, Heinemann Reid, 1989) chapter 15; A Parsonson "The Purchase of Maori Land in Taranaki 1839-1859", Wai 143, A1, Waitangi Tribunal

5 Burns, p 271

The Porirua purchase

In December 1845 Lieutenant-Colonel William McCleverty was appointed to assist the New Zealand Company by bringing the survey and settlement of land in the southern district to a speedy close. He arrived in New Zealand in September 1846 and was instrumental in many of the purchases around Wellington. However although his name appears on the deed of sale, he did not have much input into the purchase at Porirua. It was Governor Grey himself who travelled to Wellington in February 1847 to resolve the conflict between company settlers and Maori, and in particular to purchase Porirua and Wairau. Grey considered the acquisition of land at Porirua vital to the survival of Wellington. In his view, the Hutt Valley fiasco of 1846 had highlighted the strategical importance of Porirua: having this area in European hands would safeguard Wellington from the attacks of "evil disposed natives".[6]

On 1 April 1847 eight Maori men placed their marks and signatures to a deed which conveyed the disputed land at Porirua to the governor (doc 1-3).[7] The deed does not state that these individuals, which included Matene Te Whiwhi and Tamihana Te Rauparaha, signed on behalf of their tribe. The payment for the land was 2000. A deposit of 1000 was paid on the day by Lieutenant-Colonel McCleverty in equal portions to ten men, two of whom had not signed the deed. Equal installments of 500 were to be paid on the same day for the next two years. Grey was said to be thrilled with this method of payment, which in his own words would "give the Government almost unlimited control over a powerful and hitherto treacherous and dangerous tribe".[8] The money for the purchase was provided by the government, the New Zealand Company to repay "such portion of this amount for the lands they may select, as may be required by the Home Government".[9] It appears however, that the company were never called upon for this reimbursement.

The boundaries of the purchase were described rather vaguely as:

> at the Kenepuru running to Porirua, Pauatahanui, Horokiri, extending as far as Wainui, then the boundary takes a straight course inland to Pouawa, running quite as far as Pawakataka.

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6 Grey to Earl Grey, 26 March 1847, G30/12, 47/26 WARC quoted in J Pyatt, "The McCleverty Commission, 1846-47", A18, Wai 145, Waitangi Tribunal

7 Deed no 22, Turton's deeds

8 G30/12, 47/28, WARC

9 Richmond to Wakefield, 23 March 1847, NZC 3/7, p 96, WARC

Three reserves, totalling about 1600 acres, were reserved for the vendors around the Paremata harbour. The reserves comprised good quality land and included the Taupo pa, a busy focal point for the Porirua Maori. In Richmond's report to Wakefield on the terms of purchase he described the reserves as "ample" and necessarily so, as the sellers "were only willing upon these terms to alienate their lands".

The 1847 payment was not distributed further by the men who received it. This became a matter of contention for others who claimed an interest in the block. In his report to the colonial secretary a full year after the purchase, McCleverty's interpreter suggested that the chiefs be directed to distribute the remaining installments among those with valid interests in the block (doc:73).[10]

The Wanganui purchase

Commissioner Spain's 40,000 acre award at Wanganui was repudiated by the Maori owners of the land. All but a handful of the 200 or so New Zealand Company immigrants were confined to the township of Petre, unable to take up their country sections.[11] It is suggested that the settlers were only tolerated at all because the township had been established on land unoccupied by Maori, and of little value to them.[12] In May 1844 the land commissioner travelled to Petre with George Clarke Junior, the sub-protector of aborigines. Confident that the chiefs would accept compensation for their land, he left Clarke in Wanganui to reach a settlement. However Clarke found that some chiefs now refused to sell regardless of the amount of "compensation". When William Wakefield attempted, in the presence of Spain, to distribute 1000 in gold and silver for the land, the chiefs refused to accept it.[13] The company settlers in turn refused to take up the governor's offer to relocate them to another locality. The situation remained as before.

Grey visited Wanganui in March 1846. It is said that at a meeting with Te Mawae, Hoani Wiremu Hipango and Hori Kingi these chiefs signalled their assent to some settlement as long as liberal reserves were made for Maori.[14] Shortly afterwards Symonds arrived to survey the extent of these reserves. However any agreement come to at this time was soon

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10 Servantes to colonial secretary, 27 March 1848, AJHR 1861, C-1, p 247

11 T W Downes Old Wanganui (W A Parkinson & Co Ltd, Hawera, 1915) p 208

12 Burns, p 275

13 Burns, pp 274-275

14 L Chapple, H Veitch Wanganui (Hawera Star Publishing Co Ltd, Hawera, 1939) p 58

undone by renewed conflict between Maori and Pakeha, and intertribal disputes.

Under pressure from settlers, the New Zealand Company continued to press the government for Crown grants to the Wanganui award. Governor Grey was equally intent on making the settlement more secure. Donald McLean was at last sent to the area in 1848 to reach a settlement with the Wanganui tribes. McLean had arrived in the colony in 1840 and was appointed sub-protector of aborigines in Taranaki in 1844. When the protectorate was disbanded McLean was retained as an inspector of police in the region. He was conversant in the Maori language. Although it had first been proposed in 1846 that McLean negotiate an agreement, he was not available until April 1848. From the evidence it does not appear that a "purchase" as such was intended: the Crown considered that the block had already been sold, McLean would merely be sorting out reserves for the locals and the amount of "compensation" to be paid them.

McLean was accompanied by Alfred Wills, the New Zealand Company surveyor. On his arrival, a circular from the lieutenant-governor was distributed widely, which called on:

> all bona fide Claimants to land within the New Zealand Company's Block to communicate with Mr McLean, warned pretenders from putting forward invalid Claims, stated that the payments was not to be made to one or a few great Chiefs but was to be divided amongst all, that it was a last payment and intended for those whose claims had not previously been extinguished, and that the amount of compensation money was 1000. (doc:357)[15]

McLean and Wills then spent the greater part of the month visiting iwi with interests in the Wanganui block.[16] Having consulted with each settlement, reserves were finalised and the boundaries of the purchase defined. Anxious to rid the land of the numerous small cultivations which "greatly interfere with the Colonists sections", McLean argued that "ample" reserves had been provided for Maori by Symonds in 1846 (doc:358).[17] In his report to the principal agent, Wills gives some insight into how this negotiation proceeded:

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15 Wills to principal agent, 23 June 1848, NZC 3/8, WARC

16 There should be two letters which haven't been found from McLean to Colonial Secretary 12 May, 16 May 1848.

17 Wills to principal agent, 13 June 1848, NZC 3/8, p 404

> We had considerable trouble about a valuable peice [sic] of bush land ... and other patches formerly demanded of Mr Symonds, but Mr McLean firmly and consistently opposed these demands and in the end succeeded in preserving for the owners about 20 well wooded sections ... portions of which the natives at first pertinaciously insisted on retaining. (doc:359)[18]

Alterations were made to Symond's earlier allocations. These are recorded in Wills' report to the principal agent. The surveyor remarked that:

> The Natives have now in quantity between 6 and 700 acres less than formerly, but they are great gainers in quality of land as they have made their selections in the spots which they consider most convenient and desirable. (doc:364)[19]

The negotiations were not easy for the commissioner, which McLean largely attributed to petty jealousy between tribes, and not an aversion to sell. Maori from Waitotara for example, considered that their interests at Wanganui should be dealt with in a separate transaction. At Kaiiwi on the 18 May McLean performed two hours of "hard talking" before these chiefs were "convinced" to participate in the Wanganui sale (doc:74).[20] Others contested the boundaries of the block, but this opposition too was "overcome". At the Waipakura reserve McLean found several chiefs there "less decided about parting with their land" but these same people are later said to have "expressed their pleasure that the purchase was at length to be completed" (doc:366).[21] Although the opposition McLean encountered is glossed over in the reports of the transaction, Wills remarked that the commissioner frequently commented that "he could make a new purchase of 4 or 500,000 acres in this Island with far less trouble than he has had at Wanganui" (doc:367)[22]

The date for the execution of the deed of purchase was set down for the 26-29 May. McLean prepared for the ceremony by gaining a "more accurate knowledge of the several claimants, and of the extent of land owned by them individually and collectively" (doc:75).[23] Maori from Kaiiwi, Waitotara, Tunuhaere and elsewhere began arriving at

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18 ibid, p 405

19 ibid, p 410

20 McLean to Colonial Secretary, September 1848, AJHR 1861, C-1, p 248

21 Wills to principal agent, 23 June 1848, NZC 3/8, p 412, WARC

22 ibid, p 413

23 McLean to colonial secretary, September 1848, AJHR 1861, C-1, p 249

Petre on the 23 May. According to Wills, the different tribes used this time to discuss who within the tribe was entitled to payment. The names of those decided upon were then submitted to McLean, who used the information to determine the distribution of the purchase money.

On the 26 May 1848 some 600 Maori assembled in distinct tribal groups outside the Wanganui Hotel. After preliminary greetings by McLean, the floor was opened to the Maori vendors. There followed:

> several animated speeches to the effect that they had, in accordance with their own customs, cried, lamented, and wept over their land, which they now wished for ever to be given up to the Government. (doc:75)[24]

The deed in Maori was then read over and its contents agreed to. As the boundaries of each reserve was read out, they were pointed out to the chiefs on the accompanying plan and "fully explained" by Wills. McLean asserts that the deed was written "in the most simple and perspicuous, yet binding, terms that the Native language would admit of" and Wills was consulted about the placenames of the external boundaries and reserves. Wills stated that in reading the deed McLean "repeatedly inquired if they thoroughly understood its purport and was invariably answered in the affirmative by 1 or 200 voices" (doc:366).[25] Eighty-three "principal claimants" then signed the document.

The following day a further 114 people put their marks to the deed. On Monday 29 May, the document was again read out ~~to~~ the assembly and an additional ten names were added. On this day the "compensation money" was distributed. One thousand pounds in different proportions were distributed to the 21 claimant iwi.

Although Commissioner Spain's award to the New Zealand Company was for 40,000 acres, the land bounded in the New Zealand Company survey plan contained twice this acreage. McLean's purchase was based on this plan: he estimated the block to comprise 86,200 acres. Reserved to Maori were 15 well-defined reserves totalling 5450 acres, far less than they would have been entitled to under the New Zealand Company arrangements. Those native reserves which fell outside McLean's allocation were "given up" by the sellers (doc:76).[26]

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24 ibid

25 Wills to principal agent, 23 June 1848, NZC 3/8, WARC

26 McLean to colonial secretary, September 1848, AJHR 1861, C-1, p 250

McLean later wrote that on his visit of the different tribes in the area, he took "every pains in instructing them as to the binding nature, on themselves and posterity, of the engagements they were entering into respecting the transfer of their land."(doc:75).[27] He appears to have made the effort to ensure they fully understood and accepted the terms of the deed. Detained in Wanganui through illness, he wrote:

> the Wanganui Natives strictly observe the arrangements that have been concluded with them for land and they have behaved themselves with great propriety at the several meetings I have held with them ... (doc:353)[28]

McLean's work was lauded by the lieutenant governor. On forwarding the details of the terms of purchase to the New Zealand Company in July, he stated:

> the whole arrangements appear to have been conducted by Mr McLean in so careful and satisfactory a manner and the Reserves have been so explicitly enumerated and so clearly marked out on the ground that it appears almost impossible that any future difficulties can occur in connection with them. (doc:349)[29]

McLean also received commendation from the colonial secretary who was thrilled with the "zealous and able manner in which you have discharged the difficult and delicate task assigned to you."[30]

The Rangitikei-Turakina purchase

McLean spent the remainder of 1848 in Taranaki resolving land issues there. In December 1848 he received instructions from the colonial secretary to resume purchasing land on the west coast.

> The Government is desirous of purchasing the whole of the Native claims to the country between Porirua and Whangaehu, where the boundaries of these claims upon the coast are marked, the reserve will be ascertained and defined; then the whole claim, however far inland extending, having in every case been purchased, the mere registration of the reserves will be the registration of the entire Native

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27 ibid, p 249

28 McLean to Eyre, 19 July 1848, NZC 3/8, p 384, WARC

29 Eyre to Principal secretary, 31 July 1848, NZC 3/8, p 381, WARC

30 Richmond to McLean, 31 July 1848, NM 10/9, WARC

> claims in the district. It is considered preferable thus to negotiate for the whole claims without attempting to define their exact inland extent, instead of suggesting in the first instance as the boundary of the desired purchase any great range of mountains or other natural feature of the country; you will of course take case [sic] to reserve such tracts for the Natives, as they may now or at a further time require. (doc:77)[31]

McLean was required to negotiate purchases with the tribes having interest in the land. The payments for such purchases were to be in annual installments over several years and small life annuities "if found desirable, may in addition be given to a few of the principal Chiefs". On reporting to the government the terms of purchase, specifying the payment and the situation and extent of the reserves required, a surveyor would then be provided to define the reserves and purchase boundaries.

Ngati Apa's right to sell

Ngati Apa had evinced the wish at the Wanganui purchase to sell further land to the Crown, lying both north and south of the Wanganui block. The government was keen to act on the offers to facilitate the settlement of New Zealand Company migrants who had chosen Rangitikei and Manawatu for the selection of their compensation allotments. Others, however, disputed Ngati Apa's right to sell this land. In Early Rangitikei it is suggested that negotiations for the block took place as early as 1847, but were retarded by Ngati Toa, who repudiated Ngati Apa's right to sell land at all.[32] Ngati Raukawa too, were initially angry that Ngati Apa should even consider selling land south of the Whangaehu river. In late January 1849 McLean received a letter from "Ngati Raukawa" admonishing the land commissioner to restrict the sale to the north of the Rangitikei.

> be cautious of the words of your people of the Ngatiapu [sic], who persist in selling Rangitikei on to Manawatu that is the boundary they desire to sell
>
> Listen if you wish to purchase let it be the other side of Rangitikei do not consent to buy this side it will not be given up all the people have determined to hold the land the boundary is Rangitikei.[33]

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31 Colonial secretary to D McLean, 12 December 1848, AJHR 1861, C-1, p 251

32 Wilson, p 27

33 Ngati Raukawa to McLean, 20 January 1849, MS papers 32 (3), WTU

Several meetings between the land purchase commissioner and iwi with interests in the block were held in the first months of 1849, culminating in a large discussion of the sale on the 15-16 March 1849 at Parewanui (doc:396).[34] Many of the Ngati Raukawa dignitaries were present, including Nepia Taratoa, Te Ahu Karamu Paora, Ihakara Tukumaru and Matene Te Whiwhi. Ngati Apa of course were there, their principal speakers being "Kawana" Hunia Te Hakeke and Aperahama Tipae. At McLean's invitation Wanganui chiefs were also present. Te Rauparaha and Te Rangihaeata had refused to attend, travelling only as far as the Manawatu (doc:399-400).[35] Te Rauparaha had however authorised his son and Taratoa to act for him. Their opposition to the sale as conquerors was largely dismissed by McLean. Various government officials were also in attendance.[36]

McLean later reported to the colonial secretary that the meeting had been considerably more amicable than he would have thought possible, given that the land under discussion was so fiercely disputed. Although some Ngati Raukawa leaders had argued against the sale of any land, most were prepared to let McLean have the area north of the Rangitikei river. They also conceded Ngati Apa's "perfect" right to sell this land. The tribal leaders however, were adamant that the purchase would not extend past the Rangitikei.

> Do you wish for strife Mr McLean? I will hold all this side, and the other side shall be yours, Rangitikei, Rangitikei, Rangitikei, shall be the boundary. (doc:454)[37]

This then, was the resolution come to at the March meeting. Ngati Apa's right to sell land north of the Rangitikei river was undisputed. Buick maintains that this was achieved by means of a trade-off:

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34 McLean to colonial secretary, 16 April 1849, MS papers 32(3), WTU

35 McLean to colonial secretary, 21 March 1849, MS papers 32(3), WTU

36 McLean to colonial secretary, 26 June 1849, MS papers 32 (3) 49/673, WTU; J D Ormond's recollections of the meeting are published in Wilson's Early Rangitikei (pp 26-32) and contain some discrepancies with that of McLean's. For instance, Ormond maintained that both Te Rauparaha and Te Rangihaeata were present at the meeting, and that it was at this meeting that the deed of purchase was executed.

37 Taratoa, minutes of meeting at Rangitikei, McLean to colonial secretary, 26 June 1849, MS papers 32 (3) 49/673, WTU

> the matter was compromised by the Ngatiraukawa agreeing to hand back the whole of the country between the Wangaehu and Rangitikei Rivers, thus giving the Ngatiapa the sole right to deal with it, conditionally upon their undertaking never to question the Ngatiraukawa title to the district south of the Rangitikei River.[38]

According to McLean, Ngati Raukawa also recognised Ngati Apa's rights to a portion of land south of the river, but, the commissioner reported, "still manifest the strongest opposition to its being purchased or possessed by Europeans" (doc:397).[39]

In spite of this, McLean was well satisfied with the outcome of the meeting. Prior to the hui both Ngati Raukawa and the leaders of Ngati Toa had been strongly opposed to the sale of land south of the Wangaehu and disputed Ngati Apa's right to do so. Acknowledging Ngati Apa's exclusive right to sell to the Rangitikei river not only paved the way for a quick purchase of the block, but also made the future of company settlers more secure.

At the conclusion of the meeting, McLean departed on a cursory survey of the block in order to gain an idea as to just what he was purchasing, and to define any reserves which might be necessary. He was accompanied by 43 Maori with claims in the block, who pointed out the boundaries of the purchase to McLean. The commissioner took the opportunity to impress upon them the extent of the purchase:

> In the morning I informed the natives ... that as an ample reserve was made for them between the Turakino and Wangahu [sic] rivers I would not recognise any boundaries or pretended claims limiting the Europeans from going as far into the interior as their present rights as a tribe extended; that they might still exercise the privilege of bird snaring so long as their doing so did not interfere with the future operations of the settlers; but that the whole of their country north of Rangitikie [sic] excepting their reserves must in accordance with the understanding I repeatedly had with them at their several public meetings now pass into the hands of the Government. (doc:385)[40]

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38 Buick, p 170; Matene Te Whiwhi and Rawari Te Whanui are cited in support of this (pp 171-172)

39 McLean to colonial secretary, 16 March 1849, MS papers 32 (3), WTU

40 McLean to colonial secretary, 10 April 1849, NZC 3/10, WARC

This was in line with McLean's instructions from the colonial secretary in December. McLean was confident that Ngati Apa understood that "although the inland boundary is not defined ... their whole rights between the Turakina and Rangitiki [sic] rivers are surrendered to the Government" (doc:394).[41]

Several demands were made during the journey from those wanting reserves at specific places. These were all rejected by McLean. At one settlement the Ngati Apa chief, Panapa, vowed he would die before ceding his land. He had been just as vehemently opposed to the sale at the meeting in May. By McLean's account however, on this occasion Panapa was won over by a "long persuasive argument" eventually concurring with McLean that, "it was improper to intersect the European district with native reserves when ample land was provided for them elsewhere" (doc:391).[42] The Maori owners then, were not even to retain their homes.

McLean returned from his exploratory trip on 10 April, elated about the land to be purchased.

> viewing the district as a whole it is a most valuable and extensive acquisition capable of maintaining a numerous European population and superior to any other part of the Island for cattle runs. (doc:393)[43]

He estimated the block at 500,000 acres and proposed that 2500 be paid for the land: 1000 as a first instalment, the remaining 1500 to be paid over the following three or four years (doc:373-376).[44]

McLean's terms met with the approval of the lieutenant governor and the New Zealand Company executive, although the latter would have liked to reduce the amount required for the first instalment. McLean had explained that the large amount was necessary in

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41 ibid

42 ibid

43 ibid

44 McLean to colonial secretary, 11 April 1849, NZC 3/10 WARC

light of the numerous claimants, some of whom had accrued substantial debts in anticipation of a large payment for the block. The land commissioner also thought that the receipt of such a large payment would induce Ngati Raukawa to part with land in the Manawatu (doc:374-375).[45] In response to the company's inquiry he wrote:

> I should add that the Ngatiapas intend distributing among chiefs not immediately connected with their tribe some portions of the first instalment in order to secure the acquiescence of those chiefs to the disposal of their lands. (doc:409)[46]

In his letter of endorsement of 25 April 1849, the colonial secretary emphasised the need to distinctly mark out any reserves on the ground, and to give plans of the same to the vendors prior to the payment of the first instalment. Domett also touched on the annuities:

> the Government will be prepared to receive and consider favorably any recommendation you may make for small annuities to influential Chiefs, as an act of grace and favour on the part of the Government to deserving individuals, and with a view to securing the zealous assistance and co-operation of such persons in locating settlers, preserving peace and order among their own people, and generally aiding in carrying out the views and wishes of the Government. (doc:79)[47]

McLean however was against the proposal, arguing that the distribution of annuities to certain chiefs would only lead to jealousy and dissension within the tribe.

The deed is signed

Negotiations with Ngati Apa regarding the terms of purchase took rather longer than McLean had anticipated, owing to the necessity of looking into claims and having "their extravagant ideas respecting large reserves and compensation brought within a moderate compass" (doc:394-395).[48]

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45 ibid

46 McLean to colonial secretary, 1 May 1849, MS papers 32 (3) 49/452, WTU

47 Colonial secretary to McLean, 25 April 1849, AJHR 1861, C-1, p 253

48 McLean to colonial secretary, 10 April 1849, NZC 3/10, WARC

A meeting was eventually held at Wanganui on 15 May 1849 to execute the deed of purchase. It is apparent that McLean's terms had been acceded to prior to this occasion, for the proceedings were a mere formality. A large crowd congregated in the morning at the military parade ground, including officers of the 65th Regiment. McLean's opening address was followed by those of several chiefs, each ratifying the terms of purchase. When the deed was read out, two chiefs - Reihana and Ngawaka - objected. Their requests for larger reserves were not new, McLean having rejected them on previous occasions. On this morning too, McLean refused to concede their demands:

> as ample reserves were already provided for them, I could not now allow of those unnecessary ones after my explicit determination to the contrary. (doc:415)[49]

The boundaries were once again read over, and the deed was signed. McLean noted that Reihana and Ngawaka were among the first to do so.

Early the next day the crowd again gathered at the parade ground. For the benefit of those who had not been present the preceding day the deed was again read out, and new signatures added. Rangatira addressed their own on the import of the deed of sale. The first instalment - 1000 - was then distributed in 86 equal portions: 10 to each hapu. Kingi Hori and Hunia Te Hakeke each received 60, and Paora Turangapiti and Aperahama Tipae 40. Ngati Raukawa received no part of the purchase price.

Over 200 Ngati Apa names are recorded on the deed of purchase which conveyed to the Crown, for the sum of 2500, approximately 225,000 acres. In addition to the land bounded by the Turakina and Rangitikei rivers, Ngati Apa's interests in land north of the Wangaehu river were also extinguished. The land between the Wangaehu and Turakina rivers was reserved to the tribe as a "wahi huihuinga", a gathering place. McLean considered this area sufficient for the "eventual settlement of the whole tribe". Also reserved were:

* eel-fishing rights in the lakes which had not yet been drained by Pakeha;
* Te Kawana Hunia's urupa, comprising 12 acres;
* land at Parewanui to the extent of 1600 acres;

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49 McLean to colonial secretary, 21 May 1849, MS papers 32(3) 49/542, WTU

* the right to continue with the cultivations at Te Awahou for no longer than three years;

* the pa and cultivations at Turakina to the extent of 900 acres; and

* an eel-fishing station at Otukapo containing 50 acres;

Two small areas in occupation were set aside, to be vacated in two years.

The inland boundary

While delighted with the acquisition of such a vast area, the New Zealand Company was concerned that the inland boundary of the Rangitikei-Turakina block had not been surveyed, or even defined. Lieutenant governor Eyre shared this concern. Notwithstanding McLean's earlier instructions, the police magistrate was now informed:

> In making purchases of this kind from the Natives where conflicting claims of rival tribes exist - the prudent course will always be to define exactly the limits of the country which the selling tribe are clearly admitted to have a right to dispose of and to purchase this tract of country and the rights of the Natives beyond its limits if they have any such rights supposed. (doc:465)[50] (emphasis in original)

McLean returned to the district to define the boundary. He was not provided with a surveyor for the task and as a result there were considerable delays. This however, proved to be to the Crown's advantage. On 4 November 1850 he reported:

> I am glad to state that the delay has not been productive of any misunderstanding with the Natives, as might be anticipated; on the contrary, in order to meet my wishes, they sanctioned the running of the line along the most prominent natural features of the country, conceding without further renumeration a considerable enlargement of the purchases. (doc:81)[51]

The boundary had not been settled without opposition, inland tribes disputing the extent of interior perimeter. However this "variety of disputes" was not detailed in any depth by McLean. In November 1850 he singled out Hori Kingi Te Anaua, the "principal Chief at

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50 Eyre to Smith, 7 September 1849, MS papers 32 (3), WTU

51 McLean to colonial secretary, 4 November 1850, AJHR 1861, C-1, pp 255-256

Whanganui, and the most tried, faithful, and zealous supporter the Government have in the Southern Province" (doc:83).[52] McLean recounted the various ways in which Te Anaua had helped the government's cause and recommended the chief be given a yearly pension of 20:

> I may add that a mark of disinterested distinction unexpectedly conferred on him at a time the districts under his sway are tranquil, would have a powerful effect in inducing other Chiefs to imitate and follow his example, not only in maintaining peace and order, but in disposing of their superfluous land and encouraging the introduction of English settlers among them. (doc:83)[53]

McLean's activities on the coast throughout 1850 were not restricted to the determination of the inland boundary. In July 1849 he had been reminded by the colonial secretary of the importance of resuming negotiations for the purchase of the Manawatu. In October he received a sterner directive:

> you will with the least possible delay return to the Manawatu to resume the negotiations upon which you were engaged. (doc:462)[54]

The New Zealand Company was eager to have the block purchased and opened up for settlement. McLean however was less confident of a quick result:

> The Manawatu purchase is likely to prove as anticipated by Your Excellency a tedious operation and one from the conflicting interests of the several tribes concerned that must be handled with delicacy and caution....
>
> it is impossible to foresee how much time may be expended in conducting an amicable and peaceable arrangement for the final acquisition of that desirable district. (doc:472-475)[55]

His prophecy proved correct: little seems to have come of his negotiations for the Manawatu. Given the opposition demonstrated by Ngati Raukawa the year before, this is not surprising.

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52 McLean to colonial secretary, 9 November 1850, AJHR 1861, C-1, p 257

53 ibid

54 Domett to McLean, 2 October 1849, MS papers 32(3) 49/835, WTU

55 McLean to Eyre, 25 October 1849, MS papers 32(3), WTU

While working at Rangitikei, McLean attended a meeting held at Whareroa on 21 November to discuss the sale of land there. Te Ati Awa had "for some weeks past" wished to sell land near Waikanae. However Ngati Toa were strongly opposed to such a sale and contested Te Ati Awa's right to dispose of the land. As the original conquerors of the district, they alone claimed that right. Te Ati Awa on the other hand, argued that Ngati Toa were not themselves able to hold the land against those they had conquered. McLean was not interested in purchasing the land unless the issue was resolved. At the end of the day, with the two parties still at odds, he advised them that "for the present to discontinue further discussion on the subject" (doc:84).[56]

Ferry land leases

On 12 February 1853 land at the junction of the Waikawa and Ohau rivers was gifted to the governor as a ferry place by members of Ngati Raukawa (doc:11).[57] According to the deed, the decision was made at a large meeting on the day. Although the land was gifted, 15 was received two years later from McLean for the "resting place for travellers" at Waikawa.

In December 1855 two leases were negotiated between Ngati Raukawa and McLean. At Wharangi on the Manawatu the ferry, ferry house and a piece of land there were leased to the government for ten years. Payment for the lease was 500. The signatories included Nepia Taratoa, Ihakara Tahurangi, Te Whatanui and Aperahama Te Huruhuru (doc:14).[58] One week later on the 31 December, five acres and the ferry at the mouth of the Otaki river was leased to the government for twenty years (doc:12).[59] The rental was fixed at 20 per annum. Tamihana Te Rauparaha was one of the three signatories.

McLean continued to purchase lands for the Wellington Province in other districts until his promotion in 1854 to chief land purchase commissioner. G S Cooper became the district land purchase commissioner of the Wellington Province. Although the immediate purchase of land at Waikanae and Manawatu was considered to be essential to the development of the province, no new purchases were made in his time. In September 1855 he had been directed to confine his activities to finalising existing purchases before

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56 McLean to colonial secretary, 26 November 1850, AJHR 1861, C-1, p 258

57 Deed of gift, 12 February 1853, Turtons deeds

58 Deed of lease, 22 December 1855, Turton's deeds

59 Deed of lease, 31 December 1855, Turtons deeds

embarking on any new ones (doc:94).[60] He was also cautioned:

> in all future arrangements for the purchase of land, use the greatest possible caution in cases where the Title is disputed, or a difference of opinion exists on the minds of the Native owners; and upon no account to enter into negotiations for the purchase, until such differences have been amicably settled between the parties concerned. (doc:95)[61]

William Searancke was appointed district land purchase commissioner and surveyor for the Wellington Province in January 1858. Immediately after taking up the position, he began working towards the provincial government's long-held ambition to acquire land at Waikanae and the Manawatu.

The Whareroa block

On 20 April 1858 the district commissioner paid a deposit of 140 to chiefs of Ngati Toa and Te Ati Awa for their cession of land at Waikanae (doc:4).[62] The boundaries of the land to be sold to the Crown were loosely described in the deed executed that day, but decisions regarding both reserves and payment were to be left until the area had been surveyed. On reporting the transaction to McLean a month later, Searancke estimated the block of "broken hilly country" to contain 60,000 acres. He explained that the delay in concluding the purchase was due to the "numerous conflicting claimants" (doc:100).[63]

Searancke returned to Waikanae to complete the purchase in July 1858. On 6 August he submitted the terms of purchase reached with the vendors to McLean for approval (doc:105).[64] The northern boundary of the land to be purchased had been extended as far as the Kukutauaki stream, the extremity of Te Ati Awa's claims, enlarging the purchase considerably. The sellers demanded that the reserves in the block be surveyed and conveyed to them before any purchase took place. Of contention too, was an area of some 1500 acres over and above the allocation made by Searancke. Three other smaller reserves

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60 McLean to Cooper, 15 September 1855, AJHR 1861, C-1, p 268

61 McLean to Cooper, 15 September 1855, AJHR 1861, C-1, p 269

62 Deed no 23a, 20 April 1858, Turton's deeds

63 Searancke to McLean, 31 May 1858, AJHR 1861, C-1, p 274

64 Searancke to McLean, 6 August 1858, AJHR 1861, C-1, p 279. A prior report dated 26 July 1858 to McLean on the negotiations has not been located.

were made for Maori settlements in the block. Although the commissioner estimated that only 10,000 acres of the 95,000 acres to be purchased were level, he had in fact agreed to a much higher price than envisaged. The payment agreed upon was 3200.

His terms were not approved. The government felt that:

> taking into consideration the hilly and rugged character of a large portion of the Waikanae block, &e., ... the payment should not exceed sixpence per acre on the estimated area. (doc:107)[65]

When he returned to the district in November, Searancke was unable to purchase the block on these terms: Te Ati Awa considered the sum too small. He did however gain Ngati Toa's agreement to sell their portion of the block for the reduced amount. The Whareroa or Matahuka block as it was called, comprising about 34,000 acres, was purchased for 800. The block was bounded by the Whareroa stream in the south, and the Huruhi settlement in the north. The ocean and the Tararua range formed its western and eastern boundaries. A 200 acre reserve was set aside at Wharemauku for the vendors and 50 acres reserved at Whareroa for Tamati Te Whakapakakeke. An area was also claimed by a Pakeha for his half-caste children. Searancke reported the lack of any "objection or difficulty" made by Maori, and his conviction that:

> other portions of the block can be immediately purchased at a small advance on the price, sixpence (6d.) per acre, that I am authorized to pay them, say seven pence (7d.) per acre. (doc:110)[66]

Negotiations for the Manawatu

Negotiations for the purchase of the Manawatu had not been advanced since McLean's attempts in 1850. In May 1857 the chief commissioner was informed by a Pakeha resident that the majority of Maori were now keen to sell the district.

James Grindell was an interpreter for the Native Land Purchase Department. On 31 May 1858 he was instructed by Searancke to proceed to the Manawatu in order to view the land, determine those with interests in the region, and discern their feelings about parting with it. He was also to visit the Rangitane pa of Puketotara on the Manawatu river in

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65 Searancke to McLean, 11 October 1858, AJHR 1861, C-1, p 281

66 Searancke to McLean, 27 November 1858, AJHR 1861, C-1, pp 283-284

order to ascertain the difficulties involved in completing the Ngaawapurua purchase.[67] Commissioner Searancke had given 100 to Hoani Meihana and others of Rangitane as a deposit for their interests in the Ngaawapurua block, which lay on the east side of the Ruahine ranges.

Grindell's reconnaissance of the district took the best part of six weeks. At Rangitane's pa, Raukawa, he found Te Hirawanui and his people opposed to the sale of the Ngaawapurua block, and angry that Searancke had paid Hoani Meihana 100. According to this chief, Meihana had acted in "direct opposition to the expressed desire of the people resident on the land" and he intended returning his portion of the deposit to the government (doc:103).[68] However Te Hirawanui was prepared to sell Rangitane's land on the west side of the Ruahine ranges and proposed a purchase bordered by the boundary of Hoani Meihana's people, and north of the Manawatu to the sources of the Oroua, Mangaone and Puhangina rivers, all tributaries of the Manawatu. Grindell was impressed with the area offered for sale, the Puhangina block:

> A large extent of bush country lay before me, apparently perfectly level and dotted here and there, near to Manawatu, with one or two small plains. The only hills which I could see in the direction of Rangitikei appeared to be at least 20 miles distant. (doc:103)[69]

A meeting was convened to discuss these issues at Puketotara, Hoani Meihana's pa, on 2 July 1858. Ngati Apa were invited to attend but Ngati Raukawa were excluded. This meeting lasted for 3-4 days, Grindell urging on the assembly:

> that as they were all related together (having descended from one common source) they should endeavour to agree relative to boundaries and claims - that they should "speak with one voice" - that if they were disunited by internal dissension they would be laying themselves open to the attacks of the Ngatiraukawas from whom much opposition was to be expected. (doc:103)[70]

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67 James Grindle's journal 8 July 1857-31 July 1858, NLP:M B159, WTU

68 ibid, also Journal of James Grindell, AJHR 1861, C-1, pp 276-279

69 ibid, p 277

70 ibid

Mr Grindell reported the tribes' resolution:

> it was determined unanimously that not only the Puhangina block on the north, but a corresponding block also on the south of Manawatu, should be offered for sale - the whole comprising, I should say, some 150,000 acres. (doc:103)[71]

Boundaries and reserves were fixed. No resolution was come to regarding the Ngaawapurua block, Te Hirawanui and his people persisting in their opposition to the sale. Grindell however was optimistic, "very probably that block may be added to the Puhangina block, and the whole sold together". Nor was he particularly concerned about Ngati Raukawa's consent to this sale. He considered the tribe had "no just claim" over the block, and any opposition could be dispensed of by "judicious management" (doc:104).[72]

The interpreter visited Ngati Raukawa's home at Te Awahou in the second week of July. Land at Te Awahou had been offered to Searancke by Ihakara Tukumaru and others of Ngati Raukawa in March. The block offered by Ihakara afforded "a very desirable situation for a township, on a navigable part of the Manawatu and exempt from floods" (doc:104).[73] The tribe, however, were divided over the issue of land sales. The non-sellers were said to be a fast diminishing minority, headed by Nepia Taratoa. Grindell, skeptical of Taratoa's resistance, maintained that the purchase of the Puhangina block would in turn lead to the acquirement of Ngati Raukawa's lands.

> The advocates of land selling in that tribe (and they are numerous) would look upon such an event as a signal for a general action, and their opponents, considering further opposition useless, would confine their attention to those tracts to which their claims were undisputed. (doc:104)[74]

Grindell did caution that "much care and circumspection" would be necessary in completing the purchase. The area from Puketotara to the sea was home to numerous people of different tribes. Rather than sell the area in small pieces which would "materially increase the cost" and "give rise to numerous irreconcilable disputes", Grindell recommended that the district be purchased in one large block and the payment split.

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71 ibid

72 ibid

73 ibid

74 ibid

By the end of the month Grindell maintained that Taratoa had since "declared his intention of selling the whole country between Manawatu and Rangitikei", including a portion of Te Hirawanui's block (doc:105).[75] Grindell rejoined Searancke at Waikanae on the 28 July 1858, where Searancke was completing the negotiations for the purchase of land there. From Waikanae, Searancke travelled north. Several small blocks in the Otaki district had been offered to him. However he dismissed any attempt to negotiate for the purchase of land between the Otaki river and the Kukutauaki stream as:

> from the jealousy existing among the various tribes, I found the negotiations for the purchase of the land ... though strongly supported by some of the owners, could not be carried on without leading to quarrels among themselves. (doc:106)[76]

Searancke's negotiations

Searancke and Grindell arrived at the Manawatu river in August. They were accompanied to Raukawa by a party of Ngati Raukawa men including Taratoa and Ihakara. Here a meeting was held to discuss the purchase of the upper Manawatu between the various hapu of Rangitane, Ngati Raukawa and Ngati Apa and:

> the whole of the upper part of the Manawatu was formally returned to Te Hiriwanu by the first three named tribes: they fully consenting to his selling the whole of it to the Government, Nepia Taratoa, the Chief of the Ngatiraukawa tribe, more particularly wishing him to complete the sale of this land at once. (doc:106)[77]

Once this had been resolved, Ngati Raukawa returned down river and Searancke began negotiating the boundaries of the purchase. Content to get a rough sketch of the block, the land commissioner was taken aback when Rangitane insisted that the boundaries be surveyed and a price per acre fixed. They at last conceded to accompany the commissioner to a vantage point on the Ruahine range, where he could view the terrain. Searancke was then occupied settling boundary disputes, which after several days discussion were "amicably settled". He also decided to cut the western boundary in order to prevent future controversy.

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75 ibid, p 279

76 Searancke to McLean, 27 September 1858, AJHR 1861, C-1, p 280

77 ibid

With regards to price, Searancke envisaged paying 9 pence per acre. But, he wrote to McLean:

> even if a further sum were required to complete the purchase, I should have no hesitation in recommending it for His Excellency the Governor's approval, taking into consideration the position and quality of the soil, and the extent of this block ... one hundred thousand [acres] of which are of the very best description and perfectly level. (doc:107)[78]

Searancke had also gained Taratoa's acquiescence to the sale of land at Te Awahou, once the upper Manawatu purchase had been completed. The commissioner had found Taratoa invaluable in settling disputed boundaries "and in many ways by his influence used in my favour".

The negotiations fall through

Searancke arrived back at the Manawatu with the money for the first instalment on the 16 October 1858. He met with Rangitane and Ngati Apa at Raukawa on 27 October. Having discussed aspects of the purchase in the evening, Searancke was flabbergasted the following day when Te Hirawanui informed him "that he had changed his mind, and determined not to sell his land except by the acre" (doc:108).[79]

In spite of Searancke's protestations, Te Hirawanui remained resolute. The chief rejected the commissioner's offer of 5000 and asked instead for a sum "too ridiculous to report". Searancke departed. The surveyor, Stewart, was left to complete the survey and "keep the idea of the sale ... constantly and prominently before the Natives" (doc:108). [80] In his report to McLean, Searancke attributed Te Hirawanui's decision in part to the number of different tribes to whom the payment would have to be divided. In addition he wrote:

> irrespective of this reason, the isolated position and ignorance of these Tribes, but seldom brought into contact with Europeans, or even their more civilized brethren on the coast; and who, through accidental circumstances, have been again put in full possession of the land of their forefathers, having but a slight knowledge of the value of money, makes them more anxious to conduct the sale of their own

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78 ibid, p 281

79 Searancke to McLean, 12 November 1858, AJHR 1861, C-1, p 282

80 ibid

> land slowly, and attended with all their own Maori custom, and strive to obtain a price and enunciate a new principle in the sale of land which will give them importance, and place them in a favourable contrast with the Tribes who have sold land to government. (doc:108)[81]

The purchase of Te Awahou

Searancke returned from Raukawa "fatigued and unwell from incessant worry".[82] He was immediately requested by Ihakara and the Ngati Whakakore hapu to complete the purchase for land at Te Awahou. The block lay at the mouth of the Manawatu river, on the north bank and contained about 37,000 acres.

On 11 November 1858 Searancke met with a large assembly at Te Awahou. At Nepia Taratoa's instigation, the purchase price was discussed, although he himself took no part in the exchange. It was agreed that 2500 in installments would be paid. According to Searancke, the chief did not offer any opposition at all to the sale. The next morning however, the commissioner heard that Taratoa had marked out his claims over the land to be purchased and that:

> notwithstanding all his promises made both to me and the Natives, he was determined, while preserving an apparently friendly appearance to the Government, to resist the sale of any lands over which he had a claim. (doc:109)[83]

Searancke was furious with the chief's "deceit":

> I clearly explained to Nepia his present position, how utterly impossible it was for him to resist the general wish of the Natives to sell their waste lands, a wish daily gaining strength; that in the case of Ihakara's sale his conduct would have the effect of creating a distrust in the minds of the Natives generally towards him, and also if any further difficulty took place that I should look to him as the secret author of it, and also that I should feel it my duty to make the Government aware of his conduct in the matter, and that it was my intention at once to purchase the Block. (doc:109)[84]

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81 ibid

82 Memorandum by Searancke, 5 July 1861, LE 1/1861/229, WARC

83 Searancke to McLean, 15 November 1858, AJHR 1861, C-1, p 283

84 ibid

Taratoa then left, "declining to make any reply to my remarks". After his departure Searancke paid a deposit of 400 to Ihakara and others. He explained to the chief commissioner:

> this instalment may appear to be large, but I feel that the result will be that many now wavering between selling and holding the land, will consider that any further opposition to the sale of the Manawatu district will be useless. (doc:109)[85]

Sixty-seven people placed their names and marks to the deed executed that day (doc:15-16).[86] Nepia Taratoa was not one of them. The deed described the boundaries of the block, but the reserves had not yet been determined.

At the request of Ihakara, in December 50 was given to Ngati Apa for their interests in the Te Awahou block. The purchase was concluded on 14 May 1859 when the balance of the payment, 1885, was paid to members of the tribe. Taratoa's name is recorded on the deed. For some reason the purchase price had been reduced from the November agreement of 2500 to 2335. The external boundaries remained the same (doc:16-18).[87]

The description of reserves in the deed is inexplicit and confusing. Areas at Raumatangi, Wirokino and Haumiaroa were excluded from the sale, as well as urupa at Moutoa and Whakawehi. Twenty acres were set aside for Ihakara and his brother Kereopa at Te Awahou, which was subsequently subdivided (doc:481).[88] Taratoa's settlement "within his fence" was reserved, but he was to buy back his land at Te Awahou at the rate of 5 per acre. Similar pre-emptive arrangements were made with other areas. Pieces of land gifted to the halfcaste children of Mr Cook (197 acres), and to the Reverend Duncan (91 acres) were also excepted, to be confirmed by the government.

Searancke later reported that the purchase was "disputed inch by inch and was only completed under considerable difficulty".[89] Three Ngati Raukawa chiefs - Te Peina, Wereta Te Waha and Horima - had refused to accept their share of the May payment (doc:117).[90] Their individual land holdings were discussed in a meeting and subsequently

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85 ibid

86 Deed no 51, 12 November 1858, Turtons

87 Deed no 52, 14 May 1859, Turtons

88 Plan of Te Awahou reserve, MA 1/2, WARC

89 Memorandum by Searancke, 5 July 1861, LE 1/1861/229, WARC

90 Searancke to assistant native secretary, 31 May 1860, AJHR 1861, C-1, p 291

pointed out by Ihakara. Stewart's survey of these holdings was interrupted by Te Peina, but was eventually completed. Despite these "difficulties" Searancke was pleased with his purchase, which he termed "one of the most advantageous and valuable made of late years in this district". In his view the block was invaluable,

> the key to the whole of the fine timbered inland country; also to the thick and fertile district situated between the Oroua and Rangitikei rivers, known as the Whakaari plains. (doc:121)[91]

On 1 February 1861 the commissioner strongly recommended that the block, apart from the disputed areas, be gazetted immediately and thrown open for sale. Ngati Raukawa were threatening to "resume possession" of the land, and its non-occupation was "daily bringing forward fresh disputes" (doc:128).[92] Portions of the block were reoccupied: Wereta Te Waha had claimed land at Paretao and "obstinately refused to cede it". Henare Te Herekau's family too, refused to leave an area at Te Iwi Te Kai. The survey plan prepared by Stewart is said to have depicted four such disputed areas (doc:121).[93]

The Wainui purchase

There is not a great deal of information on the negotiations for the purchase of the Wainui block at Waikanae. Commissioner Searancke agreed to purchase the block on his way to Manawatu in February 1859. On 9 June 1859 a deed of sale was transacted with 98 members of Ngati Toa (doc:4-5).[94] The payment for the 30,000 acres was 850, 50 of which had been advanced "under peculiar circumstances" on 20 April 1858 (doc:111).[95]

The purchase boundaries are detailed in the deed and depicted in the accompanying map (doc:6). The northern limit was that of the southern boundary of the Whareroa purchase of 26 November 1858. The Tararua ranges formed the eastern boundary, while the southern limit ran from Pawakataka back to the coast. The back country was unexplored at the time of purchase.

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91 ibid

92 Searancke to McLean, 1 February 1861, AJHR 1861, C-1, p 302

93 Searancke to McLean, 6 August 1861, AJHR 1861, C-1, p 295

94 Deed no 23a, 9 June 1859, Turtons deeds

95 Searancke to McLean, 30 December 1858, AJHR 1861, C-1, p 285

The deed describes six areas of varying size, amounting to 787 acres, reserved for the vendors. (In a later memorandum one of these, at Paekakariki, was not detailed (doc:112).[96]) Searancke considered the provisions for reserves generous but explained:

> when the number of Natives resident within the boundaries is taken into consideration they could not in justice be made smaller. (doc:111)[97]

As well, 6.5 acres were gifted to the children of Peti and John Nicholl, and 2 acres gifted to Henry Flugent. Searancke recommended that Crown grants be issued for these areas.

On 8 July 1859 Searancke advised the chief commissioner that a survey of the boundaries and reserves within the Wainui block had been surveyed and that it could now be thrown open for sale.

Featherston's purchases

In 1860 land purchasing operations on the west coast were brought to a halt. Searancke was convinced that a large portion of the payment was being spent on munitions for the war in Taranaki, and considered that the unsettled state of things generally made any transactions in the area precarious. The district commissioner had had a difficult time on the coast. On taking up his duties in 1858 he had found the tribes strongly prejudiced in favour of McLean.[98] Of more difficulty were the inter-tribal conflicts between the conquered and the conquerors, and these in turn divided into supporters of the Maori King movement, and those willing to sell land.

> Every step in negotiation requires the greatest care and tact. The Natives generally are very clever and able men, and by their connexion and almost daily communication with the Natives of Taranaki, Waikato, and Auckland, well versed in the maori politics of the day. (doc:115)[99]

Land purchases were resumed on the coast by Doctor Isaac Earl Featherston, the superintendent of Wellington Province. Since his arrival in Wellington in 1841 Featherston

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96 Searancke to McLean, 8 July 1859, AJHR 1861, C-1, p 286

97 Searancke to McLean, 6 July 1859, AJHR 1861, C-1, p 285

98 LE 1/1861/229, WARC

99 Searancke to McLean, 21 February 1860, AJHR 1861, C-1, p 281

had been heavily involved in the development of the settler community.[100] He was first elected superintendent in 1853 and held this position, apart from a three year break in 1858, until 1870. He was appointed land purchase commissioner for the province in 1862, although he was unable to speak nor understand the Maori language.

The first purchase to be transacted by the new land purchase commissioner occurred at Porirua. Little has been discovered about the negotiations for the block. On 28 May 1862 thirteen members of Ngati Toa received 210 for the sale of a relatively small parcel of land known as Papakowhai (doc:7-8).[101] The deed map shows the block bordered by Maori land on the west, and the Kinepuru stream.

The Okui eel fisheries

In September 1862 Featherston received a letter from one Pehira Turu, the translation which reads:

> My friend I wish to speak to you about my eel pas at Okui I wish to sell them to you the only Pas I wish to retain are two namely "Waihirere" and Putataua.[102]

The Crown "purchased" the eel weirs and inanga fisheries in the Okui district for 35 on 1 October 1863 (doc:63-64).[103] The district was depicted on the accompanying map and included the Matarawa, Kaukatia, Puwharawhara, Matakarohe, Mangamouku, Mangamutu and Mataongaonga streams and their tributaries.

The Ahuaturanga purchase

In 1864 the successful completion of the negotiations for the upper Manawatu block culminated in Featherston's first large purchase. Arrangements for the purchase of the upper Manawatu had not been advanced since Searancke's final offer, in November 1859, had been "indignantly refused" by Te Hirawanui. The commissioner had resolved to break off all further communication regarding the sale until "the owners become much

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100 The Dictionary of New Zealand Biography (Allen & Unwin, Dept of Internal Affairs, Wellington, 1990) vol 1, p 119-121

101 Deed no 24, 28 May 1862, Turton's deeds

102 Turu to Featherston, 24 September 1862, MLP-W 1, p 33, WARC

103 Deed no 79, 1 October 1863, Turton's deeds

more moderate in their demands" (doc:121).[104] The survey of the exterior boundary and reserves in the block was completed in 1860.

There is scant information on Featherston's negotiations for the block. He was assisted by Walter Buller, then native resident magistrate at Manawatu, who also acted as interpreter. Featherston claimed that Buller had been crucial to the successful completion of the purchase. However his role in the proceedings later became the subject of scrutiny. Walter Mantell, then minister of native affairs, maintained that the propriety of having a resident magistrate involved in land purchasing was a matter of some concern, especially as Buller was considered one of the "least discrete" officers. It was claimed that Buller risked "losing the respect" of Maori by acting as an intermediary to Featherston, advising the vendors on the price for the block, while aware of the amount the superintendent was prepared to pay (doc:176-177).[105]

Buller's response to Mantell's allegations provides some insight into the negotiations:

> I sought to convince the Natives that to ask an exorbitant price was practically to postpone indefinitely the sale of the land; while, at the same time, I used every legitimate argument to prove that (provided that the Reserves were ample and well selected) the speedy occupation of the Block by European settlers would be of the utmost advantage to the Natives themselves. I told them plainly that I considered the Commissioner's offer [of 6000] an insufficient one. I promised that if they would make a reasonable offer I would urge the Commissioner to accept it; and, without consulting Dr. Featherston, I myself suggested 12,000 as a fair price for them to ask. Having ultimately agreed to this, they communicated their decision to me, and I reported it to Dr. Featherston on his arrival at Manawatu. He at once accepted the offer, and I then learnt, for the first time, that he had already in his own mind fixed upon this price (within a few hundred pounds) as the maximum he was prepared to give.
>
> The Natives knew perfectly well that I was not aware beforehand how their offer would be accepted by the Commissioner. Having agreed to the price demanded, Dr. Featherston left me to arrange the details with Meihana and the other sellers. (doc:179)[106]

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104 Searancke to McLean, 6 August 1861, AJHR 1861, C-1, p 295

105 Memorandum, Walter Mantell, 11 September 1865, AJHR 1865, E-2Bm pp 7-8

106 Buller to native minister, 27 September 1865, AJHR 1865, E-2B, p 10

The deed was executed on 23 July 1864 at Raukawa, Te Hirawanui's settlement (doc:19-21).[107] In all, 143 members of Rangitane, Ngati Kauwhata and Ngatitumokai gave their consent to the alienation of some 250,000 acres. The boundaries were described in the deed and shown more particularly on the accompanying deed map. Reserves for the tribe were not described in the deed, but areas were depicted on the deed map.

Te Hirawanui and Hoani Meihana were appointed by Rangitane to distribute the 12,000 payment for the land. For the first time on the west coast, the payment was made in one lump sum. Featherston later admitted that this "tended very materially to hasten the conversion of the opponents" to the Rangitikei-Manawatu sale. The superintendent was aware that some people were disappointed at not getting any portion of the purchase money, and others piqued at not obtaining what they considered their fair share. He claimed there were "very few" who were not influenced by the distribution of such a large amount (doc:161).[108]

The Muhunoa block

Other, smaller blocks were purchased in the same year by Featherston in the Manawatu. Land lying between Otaki and the Manawatu had been offered repeatedly to Searancke by Maori (doc:117).[109] At Te Roera Hukiki's insistence, the commissioner travelled to Muhunoa to view the block on 7 May 1860. The boundaries of the land were pointed out, and a discussion held regarding reserves. As Searancke was leaving, he was asked about the payment for the land. Although aware of the commissioner's reluctance to purchase lands in the current unsettled times, Hukiki insisted a price be arranged, and 7000 was mentioned. Searancke rejected this out of hand, and the matter was left.

Te Roera Hukiki and Karaipi Te Puke, both principal owners of the land, kept agitating for the sale of their land. On 9 November 1863 they wrote to Superintendent Featherston "The boundaries have been given to the Govt. long ago ... send some European to look at the land." Apparently 50 had been received by Hukiki on account.[110]

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107 Deed no 53, 23 July 1864, Turton's deeds

108 Featherston to colonial secretary, nd, AJHR 1865, E-2, p 3

109 Searancke to assistant native secretary, 31 May 1860, AJHR 1861, C-1, p 291

110 Hukiki, Te Puke to Featherston, 9 November 1863, MA 13/75A, WARC

In February 1864 an agreement was reached with Featherston for the sale of the land. While not entirely clear, it appears from later correspondence that the vendors were made up of two parties: Hukiki and Te Puke representing those resident at Muhunoa on the one hand, and Ngati Raukawa claimants from Otaki on the other. The boundaries of the purchase were set out in the agreement. Five hundred acres were to be reserved for the sellers, as was Lake Ororokare, an important eel fishery. Although not stated in the document, the price agreed on was 1100. Hukiki and Te Puke were appointed by the vendors to receive the 100 deposit for distribution amongst them.

On 24 June 1864 Buller attended a meeting about the sale at Otaki. Ngati Raukawa were angry that they had received no part of the 100 deposit and wished to rescind the agreement. Buller, however, was adamant. The distribution of money, he argued, was their problem, and they could not back out of the agreement now. He also repudiated the tribe's demands for reserves:

> We have agreed as to price, and we have agreed as to boundaries. There is nothing to be gained by pointing out your claims to the surveyors.... All that remains for you is to decide about the distribution of the thousand pounds. (doc:487-488)[111]

According to Buller, his argument was accepted by the tribe. Yet a month later Matene Te Whiwhi and Tamihana Te Rauparaha expressed their opposition to the sale, "the people wish to retain the land as a place of residence for us and our children". It appears the issue of sale remained contentious. In November 1865 James Hamlin, interpreter for the department, reported to Featherston:

> I saw Hema Kihawa and Te Roera but could not get them to come to any terms Kiharoa and Hema named to Te Roera he had better sell part of his own land to pay your Honor for the money he had already received, as they would not sell.[112]

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111 Minutes of meeting, 24 June 1864, WP 3 1864/530, WARC

112 Hamlin to Featherston, 27 November 1865, MA 13/69A, WARC

How the purchase was concluded, or if it was concluded at all, is not certain. On 29 September 1866 Featherston wrote to Te Whiwhi assuring him that once the dispute over boundaries was settled, and the survey completed, the balance of the purchase money would be paid.[113] There is evidence that the transaction had not been finalised by 1872 (doc:612-618).[114]

Te Awahou Reserves

In June 1864 an agreement was reached between Featherston and Te Rei Paehua, on behalf of the owners, for the sale of their share of the Paretao reserve, the land occupied by Wereta Te Waha's people in the Te Awahou block. This "share" consisted of 280 acres of the inner portion of Paretao, and was referred to as Te Kawaroa. By the terms of the agreement Paehua was to be paid 150 for the land, 25 of which was given to him that day. The balance was to be paid once the boundaries had been surveyed and the deed of cession executed. The agreement also stipulated that ten acres would be set aside for Paehua and a Crown grant for this land issued (doc:505-506)[115]

The deed of sale was transacted on 17 November 1864 (doc: 22-25).[116] The deed makes no mention of the ten acre reserve for Paehua, nor does it show whether the balance was paid. In addition to Rei Te Paehua, three other people placed their names and marks to the document. The deed map shows that some of Te Kawaroa was disputed although Buller claimed in 1865 that the block was sold without any dispute over title.

The preceding day a similar agreement had been reached with regard to another block of land in the lower Manawatu known as the Haumiaroa block (doc:507-508).[117] Again Te Rei Paehua agreed to sell, on behalf of the owners, some 1243 acres for 100. Twenty pounds had already been received on account, the rest to be paid when the deed was executed. This agreement however provoked strong protest from Te Peina and others of the Te Mateawa hapu, who repudiated Paehua's right to sell this land. Despite this opposition, the transaction appears to have gone ahead. The deed of purchase has not been located, but in June 1865 Buller wrote:

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113 Featherston to Te Whiwhi, 29 September 1866, MA MLP-W, WARC

114 Deed nos 43 and 205, Turton's deeds

115 Memorandum of agreement, 22 June 1864, MA MLP-W, WARC

116 Deed no 54, 17 November 1864, Turton's deeds

117 Memorandum of agreement, 16 November 1864, MA MLP-W, WARC

> This land is not immediately required (being for the most part Swamp), and as there is still a question of title pending between Winiata Tarehu and the Ohau people, I cannot recommend Your Honor to make any further payment for the present, although the deed of cession has been duly executed.[118]

The remaining 440 acres of "Wereta's Block" was purchased by Featherston on 5 December 1864. Wereta Te Waha was one of the six people to sign the deed of purchase which transferred the land to the Crown for 500. The whole of the payment was made on the 19 December (doc:25-27).[119]

Mana Island

The island of Mana lies off-shore Porirua. After Ngati Toa's conquest of the west coast, it became the preserve of that tribe. Te Rangihaeata was one notable who made the island his home.

It is said that Mana changed hands numerous times before the advent of the Treaty of Waitangi. The first of these transactions occurred in 1831 between one Alexander Davidson (on behalf of two Sydney merchants) and some Ngati Toa chiefs, including Te Rauparaha, Te Rangihaeata and Nohorua.[120] Despite this "purchase" Ngati Toa never acknowledged any curtailment, let alone extinguishment of their rights to the isla- One visitor to Mana in 1839 wrote that the island was then owned by . Mr Pete: : of Sydney, bought by him after Mr Bell's death. The island was being managed by a Mr Barnes who "could not do anything without asking permission of the chiefs".[121] At Spain's court of investigation into the sale of Mana Island, Rangihaeata admitted to having signed the deed, but stated, "I do not know the contents of the deed nor did I then."[122]

Commissioner Spain recommended that the island be granted to one Mr H Moreing. The island was in fact occupied by Messrs Alex and Thomas Fraser. They claimed title to the whole island through a document given to them by Te Rangihaeata and succeeded in

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118 Buller to Featherston, 28 June 1865, MA MLP-W, p 200, WARC

119 Deed no 55, 5 December 1864, Turton's deeds

120 Carkeek, p 64

121 MacMorran B In View of Kapiti (The Dunmore Press, Palmerston North, 1977) p 25

122 Carkeek, p 67

preventing Mr Moreing from ever taking up occupation of the island under his grant.[123]

Ngati Toa protest over their loss was largely ignored until 1861, when Land Claims Commissioner Bell forwarded a letter of complaint from Matene Te Whiwhi and Tamihana Te Rauparaha to the native minister. Bell had been aware of the issue for some time, having heard "the constant repetition of their claim on every occasion that I have been at the South". He conceded that there might be a "rightful claim" but felt that as the island had been granted to Moreing there was little he could do. He recommended that a small amount of monetary compensation be awarded instead for the tribe's claims to the island. This was assessed by Bell and McLean at 100 (doc:512).[124]

On 21 March 1862 Matene Te Whiwhi and Tamihana Te Rauparaha addressed Fox on the issue:

> we therefore write to you about our island of te Mana being wrongfully taken by Te Moreti. It is seven years since we first began to importune the land commissioner for the island of Mana, which was wrongfully purchased by those whalers formerly.[125]

Their petition for an inquiry into the purchase was investigated by the Private Grievance Committee. The committee upheld Spain's award but found that the grant "excepted all cultivations etc on the Island". A survey of these areas was arranged. Bell's offer of 100 for their claims however, was rejected by the Ngati Toa chiefs (doc:511).[126]

A deed of sale was eventually transacted between Featherston and Ngati Toa on 1 December 1865 (doc:9-10).[127] Little has been discovered about the negotiations which led up to the purchase, although it appears that the signatures to the deed were procured by

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123 Swainson to Featherston, 4 March 1864, MA 24/21, WARC

124 Bell to Fox, 4 September 1861, MA 24/21, WARC

125 Translation of Te Whiwhi and Te Rauparaha to Fox, 21 March 1862, MA 24/21, WARC

126 Bell to Featherston, 18 September 1862, MA 24/21, WARC

127 Deed no 25, 1 December 1865, Turton's deeds

James Hamlin before the 1 December.[128] Among the 78 members of Ngati Toa to sign the deed were Tamihana Te Rauparaha and Matene Te Whiwhi. On 9 December Te Rauparaha and Hohepa Tamaihengia received the payment of 300 for distribution among the iwi.

The Rangitikei-Manawatu Purchase

Enmity between Ngati Apa and Ngati Raukawa is said to have been rekindled after the death of Nepia Taratoa in 1862. The renewed aggression ostensibly centred around the dispersal of revenue accruing from the lease of land in the Rangitikei-Manawatu district. Land had been leased for some years to squatters who grazed cattle and sheep and Nepia Taratoa was said to have been the principal lessor.[129] Soon after his death disputes arose as to who should receive the rents. This controversy however was merely symptomatic of a much more complex issue. The balance of power had shifted in the region: Ngati Apa were no longer the decimated and isolated tribe McLean had described in 1849. Ambitious leaders such as "Kawana" Hunia Te Hakeke and Keepa Te Rangihiwinui had gained experience, and arms, as kupapa in the war in Taranaki. The dispossessed iwi were intent on recovering their former territories. In an attempt to smooth the growing rupture, a meeting was held between the tribes in May 1863. Ihakara Tukumaru proposed that the three tribes - Ngati Raukawa, Ngati Apa and Rangitane - share the land equally. In response Hunia Te Hakeke demanded Ngati Raukawa's withdrawal from the district.[130]

The hostility between Rangitane and Ngati Raukawa on the one hand, and Ngati Apa on the other, escalated. Fortified pa were built on the territory in dispute. Anxious to avoid any unrest, the government requested Buller, then resident magistrate at Manawatu, to investigate. Buller reported that he had persuaded the tribes to allow the governor to arbitrate their land claims, but the continued agitation told otherwise. Fox's attempt to settle the dispute was equally fruitless.[131]

In January 1864 Featherston went to meet the adversaries in an attempt to prevent an outbreak of war. He was accompanied by James Hamlin who acted as his interpreter. Arriving first at Ihakara's pa at Tawhirihoe at the mouth of the Rangitikei, he made it

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128 Hamlin to Featherston, 27 November 1865, MA 13/69A, WARC

129 Buick, p 180. One explanation of how different iwi became involved in these leases is given by Buick pp 177-180. He asserts that "members of other tribes" had interests in the lease money only, and not the land.

130 Ihakara, Noa Te Rauhihi, 23 May 1863, MA 13/69a, WARC

131 Galbreath R Walter Buller: the reluctant conservationist (Government Print, Wellington, 1989) p 60

clear to the Ngati Raukawa and Rangitane gathered there that the tribe to fire the first shot would be considered at war with the government (doc:157).[132] Ihakara's motion that the matter be settled by arbitration was supported enthusiastically. At Parewhenua the following day Ngati Apa rejected the arbitration proposal, offering instead to sell the disputed land to the Queen. This offer was supported by the chiefs of Wanganui, Wangaehu and Turakina when Featherston met with them at Putiki on 21 January. The superintendent regarded Ngati Apa's alternative - the sale of the land to the government - as a much quicker, more final way of resolving the dispute. Moreover, the Wellington Province had been wanting to acquire the large block, nearly a quarter million acres, for over twenty years. Ngati Raukawa and Rangitane were understandably outraged. They informed Featherston that they would neither agree to sell the block, nor allow Ngati Apa to sell.

Despite this altercation, Featherston achieved his goal. At his insistence the antagonists agreed to retire from the disputed block, leaving only enough people to tend the cultivations. They also accepted Featherston's proposal to impound the rents from the leased land until the dispute was finally settled (doc:158-159).[133]

Featherston returned to Wellington and Walter Buller was left to continue negotiations. After a series of meetings, Ihakara and other Ngati Raukawa and Rangitane leaders were persuaded to make a formal peace and join in the sale of land between the Manawatu and Rangitikei rivers. As noted above, the distribution of 12,000 for the Ahuaturanga block at this time had a considerable influence on many of the earlier opponents to the sale of the Rangitikei-Manawatu block.

> Defectives from the ranks of the anti-sellers began to take place so rapidly that the leading chiefs determined to lose no time in offering the Block. (doc:161)[134]

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132 Memorandum, Featherston to Fox, 18 February 1864, AJHR 1864, E-3, p 37

133 ibid, pp 38-39

134 Featherston to colonial secretary, nd, AJHR 1865, E-2, p 3

An offer to sell, written by Buller and signed by seven chiefs including Ihakara, Aperahama Te Huruhuru and Hoani Meihana, was sent to Featherston on 17 September 1864 (doc:162).[135] Their offer, however, was made conditional:

> we wish you to understand that this is the individual act of a few, the leading men in the dispute, and threatened fight. The general consent of the tribe has not yet been obtained to the proposed sale. The final decision as to selling or refusing to sell, rests of course with the whole tribe.
>
> ... it is only when both chiefs and people are agreed the land can be absolutely alienated. (doc:162)[136]

Featherston then met with Ngati Raukawa and Rangitane representatives at the mouth of the Manawatu on 12 October 1864. Present were Ihakara Tukumaru, Noa Rauhihi, Hori Te Waharoa, Hoani Meihana, Rei Te Paehua, Horomona Toremi, Wi Pukapuka, Tapa Te Whata and Aperahama Te Huruhuru. The chiefs formally offered the land to the government, subject to terms of price and provision of reserves, and also subject to their obtaining the consent of their people. Featherston was presented with a mere to mark the occasion "as a token of the absolute surrender of our land to you" (doc:167).[137] The following day Featherston met with Ngati Apa at Parewhenua. Wanganui chiefs were also present. The tribes "expressed their entire satisfaction" with the agreement reached with Ngati Raukawa and Rangitane. The superintendent returned to Wellington confident that:

> this quarrel which has for so long a period seriously threatened the peace of this Province is now virtually at an end, and that though some considerable time may elapse before the questions of price, reserves, &c., are arranged, that the purchase of the Block is certain. (doc:162)[138]

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135 Ihakara Tukumaru and others to Featherston, 17 September 1864, AJHR 1865, E-2, p 4

136 ibid

137 Ihakara Te Hokowhitukuri to Featherston, 14 June 1865, AJHR 1865, E-2, p 9; memorandum, Buller to Featherston, 5 August 1865, AJHR 1865, E-2B, p 6

138 Memorandum, Featherston to colonial secretary, nd, AJHR 1865, E-2, pp 3-4

The truce between the tribes however, was a shaky one. Renewed altercation was again sparked over the issue of leases. Ngati Raukawa were becoming increasingly angry about Featherston's appropriation of their rents. Threats to detain stock if the rents were not paid were heard from some quarters. Ngati Apa on the other hand were complaining that rents were being paid to Ngati Raukawa (doc:163-165).[139] At the news that Ngati Raukawa had decided to turn all stock off the disputed land, Buller was once again requested by Featherston to intervene.

Buller held meetings in June 1865 with Ngati Apa at Turakina and Parewhenua, with Ngati Raukawa at Rangitikei and Manawatu, and with Rangitane in the Upper Manawatu. He extracted promises from all three tribes not to interfere with the squatters' stock, and to let the payment of rents stand over, pending the final settlement of the whole question in dispute (doc:165-167).[140]

The Native Lands Act 1862

A new source of anger to Ihakara and others of Ngati Raukawa was their belated knowledge of the passage of the Native Lands Act 1862, which effectively ended the Crown's pre-emptive right to buy Maori land (doc:341-348). Once title to Maori customary land had been investigated and certificates of title issued, Pakeha would be able to buy land directly off the listed Maori owners. Of offence to Ngati Raukawa was clause 13 which excepted the Manawatu block from the operation of the Act. The block was described as running from the Ohau river in the south to the Rangitikei in the north, with the sea and the Tararua and Ruahine ranges as the western and eastern boundaries. Featherston is said to have been responsible for insertion of this clause.[141]

Ihakara was incensed that Featherston had not informed the tribes of the Act at the October meeting.

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139 Noake to Native Minister, 11 May 1865 and enclosures, AJHR 1865, E-2, pp 5-7

140 Buller to Featherston, 22 June 1865, and enclosures, AJHR 1865, E-2, pp 7-9

141 Galbreath, pp 68-69

> We have heard from the pakehas that all the lands of this island have been thrown open ... by this new law, and that our lands only are left in prison and that we are now just like pigs confined in an enclosure. As we view the matter our names are no longer upon our lands. (doc:167)[142]

In April Ihakara and many others from Rangitikei, Poroutawhao and Horowhenua petitioned government, asking for the reasons behind the exception of the Manawatu block from the operation of the Act, and asking that the restriction be removed (doc:180-182).[143] Buller was able to allay Ihakara's suspicions at the June meeting, but these were later rekindled by anonymous correspondence attributing the failure of their petition to Featherston's opposition. A caricature depicting the three tribes as pigs being driven off the land by Featherston and Buller was subsequently sent, causing grave offense to the Ngati Raukawa chiefs. In the light of this information, some chiefs including Ihakara were no longer prepared to sell. In order to lay their apprehension to rest, Featherston travelled to the Rangitikei at the end of 1865 to discuss the issue. Accompanied by Buller, he spoke first with Ihakara at the mouth of the Rangitikei on 22 November 1865. His justification for the exclusion of the Manawatu block from the 1862 legislation was that as the possession of the land was so strongly disputed, any attempt to get the ownership to a particular block investigated and settled in a land court would be a farce (doc:196).[144] He also alluded to the agreement reached in October 1864, where the chiefs had agreed to surrender the block to the government:

> It was only fair therefore to deal with the Rangitikei-Manawatu block as land under sale to the Government, although the final terms had not yet been arranged. (doc:196)[145]

Ihakara was satisfied by his explanation but demanded that the land from the Manawatu river to the Ohau be brought under the Act, as it was not in dispute.

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142 Ihakara Te Hokowhitukuri to Featherston, 14 June 1865, AJHR 1865, E-2, p 9

143 Petition of Ihakara and Other Natives Resident at Rangitikei and Manawatu, AJHR 1865, G-4

144 Notes of meeting at Scott's Accommodation House, 22 November 1865, AJHR 1866, A-4, p 15

145 ibid

At a meeting at Maramaihoea on the 4 December, Featherston listened to more angry discussion about the legislation. Several Ngati Raukawa chiefs expressed their opposition to the sale and in addition, demanded that Featherston "deliver the rents from prison" (doc:197-198).[146] Featherston was once again able to pacify the angry gathering with his rationalisation of the history of the dispute. With regard to the impounded rents he promised to consult with the other tribes, and if their position was unanimous "he would probably yield to their request".

Further meetings were held with Ngati Kauwhata at Oroua and Rangitane at Puketotara. The speakers at these meetings were divided regarding the sale of the land but almost all were anxious to have the impounded rents released. At a meeting in the lower Manawatu on the 7-8 December, Ihakara argued against the release of the rents, on the ground that it would re-open the dispute between the tribes. At Otaki the following day Ngati Toa had gathered to receive the purchase money from the sale of Mana island. They expressed themselves in support of a hasty sale of the block and against the release of the rents until the sale was complete.

The terms are decided

In January 1866 a meeting of the principal chiefs of Ngati Raukawa was called at Ihakara's pa at Tawhirihoe, "to talk concerning Rangitikei" and, if agreed, to "bring this work of ours to a speedy close" (doc:204).[147] However it was subsequently decided to hold a large general meeting of all those involved for a public discussion of the terms of sale. The meeting was scheduled at Te Takapu on 21 March, but on learning Ngati Apa refused to attend, it was postponed to 5 April. Days before the meeting Featherston travelled to Turakina in the hope of persuading Ngati Apa to join in the negotiations. He was unsuccessful. Aperahama Tipae stated that the tribe would never consent to join with the other tribes in the proposed sale; Hunia Te Hakeke declaring that they now had enough arms and ammunition to resolve the dispute by force (doc:205).[148] Neither would the tribe accept anything under 40,000 for the block.

There were some 700 people present at the meeting opened on the 5 March 1866, representing Ngati Raukawa, Rangitane, Ngati Toa, Muaupoko and Te Ati Awa. It appears from Featherston's notes that the majority of the chiefs were opposed to the sale, although this resistance was said to have diminished somewhat by the close of the debate.

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146 Notes of meeting at Maramaihoea, 4 December 1865, AJHR 1866, A-4, pp 16-17

147 Aperahama Te Huruhuru and Wiremu Pukapuka to Featherston, 20 January 1866, AJHR 1866, A-4, p 23

148 Notes of various meetings during March and April 1866, AJHR 1866, A-4, p 24

The opposition was led by Aperahama Te Huruhuru, one of the nine signatories to the October agreement to sell, and Nepia Maukiringutu Taratoa, son of the late Nepia Taratoa. Ihakara Tukumaru on the other hand, argued fervently in favour of the sale. Prices demanded for the block ranged from 40,000 to 20,000. Ihakara professed himself to be selling:

> not for the sake of the money, but to prevent fighting. If his share should only be sixpence he would be satisfied. It was the price of peace. (doc:206)[149]

At the conclusion of the discussion, Featherston proposed that a deputation of chiefs accompany him to Rangitikei in order to get the Ngati Apa to join in the deliberations. The deputation was turned back by an angry letter from Hunia Te Hakeke. Buller and Peeti Te Aweawe proceeded on to Wanganui and returned the following day to Rangitikei with Te Hakeke and Ngati Apa in tow.

Negotiations resumed on the 14 April. Rangitane and Muaupoko had aligned themselves on the side of Ngati Apa who were determined to sell the block. Once again Te Hakeke threatened to settle the issue of title by force if the gathering did not resolve to sell (doc:208).[150] At three o'clock Featherston stood to speak. Once again, he traversed the history of the dispute, dismissing the alternatives for settling the feud - arbitration, division of land, recourse to the Native Land Court - until reaching the obvious conclusion; "an absolute sale of the whole of the land in dispute to the Crown" (doc:210).[151] With regard to those opposed to the sale, Featherston stated:

> However much he might insist upon having the consent of the tribe, of all the real and principal claimants, he would be no party to such a manifest injustice as would be implied by one or two men probably possessing little or no interest in the land, forbidding the tribe selling it, or in a small section of one tribe opposing the wishes of some half-dozen tribes, especially when the carrying out of the decision of the majority was the only means of avoiding an inter-tribal war. (doc:210)[152]

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149 ibid, p 25

150 ibid, p 27

151 ibid, p 29

152 ibid

Featherston then called upon the various tribes to declare their decision publicly. One by one Wanganui, Ngati Apa, Muaupoko, Ngati Toa and Rangitane all declared their unanimous consent to the sale. Ihakara declared that the majority of Ngati Raukawa were also in favour. In spite of their interest in the block, the dissentients were disregarded. Their perception of proceedings is somewhat different from the official account:

> On the 14th of the days Featherston made the payment. His talk was light, acceptable to four tribes, but the falling of the wrong was upon us. It was a new word. There are 800 of Whanganui, 200 of Ngatiapa of Rangitane, and Muaupoko 100. As for you Ngatiraukawa you are a half - you are small.
>
> Another word of Featherston's. We went together, we and these tribes to fight the rebel tribes under the authority (mana) of the Queen. They have consented to sell, and I have agreed to their proposals and this land has come into my hands. I hold it.
>
> Then we pronounced his word to be wrong. We said your act is a Maori robbery of our land. The 800 of Whanganui are not present at this transaction. You are pretending that an agreement has been made to make us fear.
>
> He replied: Enough, it is done. I shall give the money to those who have sold the land.
>
> We said that is wrong. We shall hold our own land. We shall not take your money. Such persistently was the word of all the men. (doc:190-191)[153]

The purchase price was fixed at 25,000. Tamihana Te Rauparaha later described how this amount was reached:

> Some said, "Let it be two shillings for the sand, five shillings for the swamps, and one pound for the good places. This was not liked on account of the very high rate. Some other person called out, "Let it be 50,000;" another called out " 60,000." Dr. Featherston did not agree. 40,000 was then asked, but it was not approved; 21,000 was then asked, then for the first time it was easy, but some of the people urged for 60,000. At last Dr. Featherston agreed to give 25,000, and we all agreed, viz., the people in favour of selling Rangitikei. The reason why

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153 Parakaia Te Pouepa and Henere Te Herekau to the assembly, 14 April 1866, AJHR 1866, A-4, pp 9-10

> it was sold for that money is because it is disputed territory; if it were not disputed, it would not be sold. (doc:187)[154]

On the 16 April a memorandum of agreement was signed by over 200 people affirming the sale and describing the boundaries. At Featherston's insistence the six claimant tribes agreed to sign a single formal deed of cession before the money would be paid out. The payment would be made at Hunia Te Hakeke's pa at Parewanui, at a time nominated by the superintendent. In the interim the vendors were to decide how the money was to be divided among the tribes, and appoint chiefs to receive the respective portions. Featherston stipulated that no reserves would be made in the block. Once the purchase was completed, areas would be set aside, "the extent and positions of the portions ... being left entirely to my discretion" (doc:540-542).[155]

Opposition to the sale

Those who had argued against the sale continued to protest vigorously. Immediately after the meeting concluded, Parakaia Te Pouepa, Henare Te Herekau and others travelled to Wellington to voice their objections to parliament. In their petition they alluded to previous Crown purchases, and the continued resistance through the years of Ngati Raukawa to part with their lands on the south side of the Rangitikei:

> I have ended the desire to sell land to the Queen. This is my heart, which you are now urging me to give you, but to hold it fast is the only word remaining. (doc:190)[156]

At a meeting with Colonel Haultain, acting on behalf of the native minister, the opponents to the purchase were assured that "no sale would be allowed unless the owners of the land agreed to it" (doc:192).[157] This assurance that the rights of the dissentients would be respected was to be reiterated by a number of government officials over the ensuing months. In addition to numerous letters, more pragmatic measures were taken by Parakaia Te Pouepa to ensure his land was not included in the block conveyed to the Crown. Much to the consternation of the sellers, he employed a Mr Hughes to survey his portion of the land in the district.

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154 Tamihana Te Rauparaha to Mantell, 25 April 1866, AJHR 1866, A-4, p 6

155 Featherston to Richmond, 23 March 1867, no 48, MA 13/70, WARC

156 Te Pouepa and others to assembly, 14 April 1866, AJHR 1866, A-4, p 9

157 Notes of interview, encl 1 in no 5, AJHR 1866, A-4, p 11

Meanwhile the deed of purchase, prepared shortly after the April negotiations, was circulated from village to village throughout the district by Walter Buller (doc:33-49).[158] Buller's zeal in collecting signatures resulted in further accusations against the Crown. More than half of the 1647 people to sign the deed belonged to Wanganui and further afield, with little interest in the block. It was alleged that infants were being recorded on the deed, and worse, that Buller was bribing potential signatories:

> after disputing some time Mr Buller asked me if I would like to be made an assessor, then if I would like to have some powder, then if I would have a cask of beer.[159]

On the 26 July 1866, Aperahama Te Huruhuru, who had led the opposition in April, finally lent his weight to the sellers' side:

> I have now agreed to your purchase of Rangitikei. I have consented because I have seen the wrong of withholding (the land). Now for the first time Rangitikei has fully and absolutely passed over to you. There is no one now to oppose the sale. Give no thought to the work of Parakaia: it is of no account. (doc:215)[160]

Having acquired both Te Huruhuru's and Taratoa's signatures to the deed, the date for the payment of the money was set for 5 December 1866 at Parewanui. This brought another wave of protest from the dissentients. On 24-25 October a deputation of 20 chiefs led by Pouepa Te Parakaia and Henare Te Herekau met with Native Minister Richmond. Taratoa too, was present, having retracted his consent to the sale. Frustrated by the courts, the chiefs sought the minister's intervention in the pay out of the purchase money, and asked that the whole matter be referred to the Native Land Court.[161]

Once again the men were assured that the money would not be paid out until an investigation had established "who are the owners and who are the consenting". In a letter dated 11 November 1866, Featherston was directed to supply this information, detailing resident and non-resident claimants, assenting and dissenting hapu, and the past participation of these tribes in earlier land sales. The commissioner was also to enumerate secondary and remoter claimants and the extent of these lesser claims. He was advised that the reserves set aside for the dissentients should be as fully defined as possible so as

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158 Deed no 70, 13 December 1866, Turton's deeds

159 Nepia Taratoa, Notes of meeting, 24 October 1866, MA 13/70, WARC

160 Aperahama Te Huruhuru to Featherston, 26 July 1866, AJHR 1866, A-4, p 34

161 ibid

In addition to the pressure from the provincial government to part with their land, there is a suggestion that Ngati Raukawa were under considerable duress from their neighbours. In November 1866 the Reverend Hadfield was entreated to intervene.

> if the Rangitikei money is paid without trouble then there will be no fighting but if Ngatiraukawa keep back Rangitikei from the purchase, these tribes Ngatiapa, Whanganui and Ngatikahungunu will attack the Ngatiraukawa ... the party number 100 with guns in their hands. (doc:509)[166]

It was a threat to be repeated often by Hunia Te Hakeke at the December proceedings.

The money is paid out

Fifteen hundred Maori from Ngati Apa, Ngati Raukawa, Rangitane, Muaupoko, Wanganui and Ngati Toa were assembled at Parewanui when Featherston and Buller arrived there on 5 December 1866 (doc:561-572).[167] Members of Te Ati Awa, Ngati Kahungnunu and Ngati Te Upokoriri were also present. The dissentients from Ngati Raukawa did not attend. Despite Featherston's April edict, the tribes had not come to any consensus on the distribution of the payment, and antagonism between the conflicting claimants had only worsened. Hunia Te Hakeke, the host, dominated the proceedings, initially demanding that the division of the money be left solely to him. In the ensuing debate, proposal and counterproposal were argued heatedly but after five days the tribes were no closer to reaching an agreement. At length, when the negotiations seemed about to break down, Featherston proposed a division of 15,000 for Ngati Apa and Rangitane and 10,000 for Ngati Raukawa. His proposal was accepted at once by chiefs of Ngati Raukawa and Ngati Toa, and after some deliberation by Wanganui and Ngati Apa. Te Hakeke however, remained obdurate. He announced that the meeting was at an end, "My new work will be fighting". During the week Te Hakeke had attempted to minimalise Ngati Raukawa's portion of payment, thereby belittling their claim to the area. The chief also sought to remove Ngati Raukawa from Tawhirihoe at the mouth of the Rangitikei river, where that tribe had allegedly consumed one of his ancestors. "Ngati Raukawa shall remain at Tawhirihoe no longer" he said.

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166 Noa Te Rauhihi to Hadfield, 19 November 1866, MA 24/21, WARC

167 "Notes of a Native Meeting at Parewanui, Rangitikei, December 1866", encl 1 in no 48, MA 13/70, WARC

Meetings were held shortly afterwards to discuss how the money was to be apportioned. On 17 December Ngati Raukawa and Ngati Toa met at Maramaihoea. Ngati Toa and Te Ati Awa received 1000 from Ngati Raukawa for their interest in the land. As well, it was decided that 1000 would be set apart for the claims of those who had not taken part in the sale. At Ihakara's insistence, this amount was raised to 2500, "it being distinctly understood that in doing so they performed an Act of grace" (doc:545-546).[170] Of this amount, 1500 was returned to Featherston, Taratoa refusing to accept it. The remaining 1000 was given to Tapa Te Whata for the dissentients at Oroua led by Te Kooro Te One. As it happened, only half of this was offered to Te One. On his rejection, the money was distributed among Tapa Te Whata's people. By March 1867, two thirds of the money left with Featherston had been distributed to some 150 Ngati Raukawa dissentients who had capitulated to the side of the sellers. Among these was Taratoa.

At Parewanui a similar meeting was held between Ngati Apa and their allies (doc:553).[171] Expecting 5000, Rangitane were bitterly disappointed with their lot of 600. Ngati Te Upokoriri from Hawkes Bay received more. Wanganui tribes received 2000, a handsome reward for the support pledged to Ngati Apa. Ngati Kahungunu too, received 400 and "Taranaki visitors" 200. Hunia Te Hakeke and Aperahama Tipae were later rebuked by Featherston for their niggardly award to Rangitane. Te Hakeke subsequently promised to give the tribe 300 from the Ngati Apa share of the rent money (doc:572).[172]

Reserves

The sale of the Rangitikei-Manawatu block had been completed on the understanding that reserves would then be set apart for the respective tribes. Official documentation discloses little discussion about the extent or position of these reserves. Featherston maintained that this would be left to his discretion. On 23 March 1867 he reported that the reserves for Ngati Apa and Rangitane had been determined "to their entire satisfaction" (doc:558).[173] A memorandum of agreement had been signed by Hunia Te Hakeke on behalf of Ngati Apa on 11 February 1867. One thousand acres had been granted at Pakapakatea to Te Hakeke in trust for his tribe. At Tawhirihoe, the subject of so much contention in December, 500 acres were set apart for Te Hakeke's family. A 10

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170 Featherston to Richmond, 23 March 1867, MA 13/70, WARC

171 ibid

172 "Notes of a Native Meeting at Parewanui, Rangitikei, December 1866", encl 1 in no 48, MA 13/70, WARC

173 Featherston to Richmond, 23 March 1867, MA 13/70, WARC

acre plot which included the pa and urupa at Te Awahou was reserved in trust for the tribe and the exclusive right to the Kaikokohu and Pukepuke eel fisheries was likewise reserved.[174] This agreement was altered a few months later. In July 1867 Hunia Te Hakeke was made sole owner of the 1000 acre Pakapakatea reserve in exchange for his surrender of Tawhirihoe. At Ngati Apa's request a tribal reserve of 500 acres was made at Te Kawau (doc:236).[175]

On 19 January 1867 Featherston and Buller met with Rangitane at their settlement of Puketotara to discuss the provision for reserves (doc:574)[176]. The tribe were still aggrieved at the paltry sum allotted to them by Ngati Apa, and asked the superintendent to intervene on their behalf. Featherston was also requested to "make good the loss" by agreeing to a 3000 acre reserve at Puketotara. Although acknowledging that the tribe had been shortchanged by Ngati Apa, Featherston pointed out to the assembly that the Rangitane chiefs had agreed to let Te Hakeke determine their share against his advice. He could not be held responsible for the result. With regard to the Puketotara reserve:

> he was prepared, under the circumstances, to be liberal. He could not accede to Te Peeti's request for three thousand acres nor to Hoani Meihana's application for two thousand, but he was willing to give them one thousand acres, it being understood that the Rangitane would themselves cut the boundary lines, under Mr. Stewart's direction, without any expense to the Government. (doc:574)[177]

The question of money still rankled. On 23 February 1867 Peeti Te Aweawe wrote to Governor Grey threatening that if Featherston did not come up with the other 4400 he would not permit the survey of Puketotara to proceed. In fact the survey of the reserve was interrupted, but not by Rangitane. When Stewart and Buller arrived there early in March they were confronted by a party of dissentients led by Te Kooro Te One and Parakaia Te Pouepa. Te One had been assured by the native minister that surveys would not begin until "all admitted claims have been arranged in a general way" (doc:532).[178] The protest was passive: the survey equipment was quietly removed in the day and returned to the surveyors at night. As a result of this opposition a proper survey of the

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174 encl 4 in no 48, MA 13/70, WARC

175 This is explained in enclosure 1 in Featherston to Richmond, 27 July 1867, AJHR 1867, A-19, p 7

176 "Notes of meeting of the Rangitane tribe at Puketotara, January 19, 1867", encl 7 in no 48, MA 13/70, WARC

177 ibid, p 14

178 Richmond to Featherston, 26 January 1867, MA 13/70, WARC

reserve was not completed, but lines were cut on the ground.[179] A memorandum of agreement regarding the Puketotara reserve was transacted between Featherston and Peeti Te Aweawe on 2 March 1867 (doc:575).[180]

Featherston had promised Ngati Raukawa chiefs that "ample" reserves would be made for the resident hapu, which would incorporate all their permanent settlements. Burial grounds too, would be set apart (doc:236).[181] In fact, a total of 697 acres were reserved to members of the tribe by Commissioner Featherston (doc:293).[182] Information about how these acreages were determined has not been found.

From a purchase of 250,000 acres then, the commissioner set aside 3361 acres for the Maori proprietors. This provision was later to become the cause of widespread dissatisfaction among the vendors.

In January 1867, having received numerous letters from "influential claimants", Richmond demanded to know what provision would be made for the dissentients (doc:531).[183] This immediately raised the issue of the extent of land the non-sellers were entitled to. Reserves "to the extent of their claims as admitted by the sellers" were subsequently offered to resident Ngati Raukawa who had not signed the deed. On their refusal, Featherston suggested that their claims be determined through arbitration (doc:237).[184] Although this alternative was accepted, the matter seems to have lapsed after Supreme Court Judge Johnston refused to act for the claimants.

Resistance to the purchase

While iwi were discussing how the money would be apportioned at Rangitikei, some 300 Ngati Raukawa assembled at Otaki. Chiefs including Nepia Taratoa, Parakaia Te Pouepa, Matene Te Whiwhi and Wi Hapi resolved to withhold their respective portions of the Rangitikei-Manawatu block from the sale, to prevent the survey of these parts and to

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179 Stewart to Featherston, 13 March 1867, MA 13/69B, WARC

180 Encl 5 in no 48, MA 13/70, WARC

181 Featherston to Richmond, 27 July 1867, AJHR 1867, A-19, p 7

182 Schedule of reserves, AJHR 1872, F-8, p 5

183 Richmond to Featherston, 26 January 1867, MA 13/70, WARC

184 Enclosure 2 in Featherston to Richmond, 27 July 1867, AJHR 1867, A-19, p 8

"hold possession peaceably if possible, trusting to the law to protect them" (doc:529).[185] Te Kooro Te One's peaceful interruption of the Puketotara survey was but one example of how this policy was implemented. Another incident occurred at Tawhirihoe in June. In the face of resistance to the survey there, Featherston was alleged to have threatened the obstructors: "500 men ... with 500 guns" would be employed in order to have the survey completed (doc:242).[186] The allegation was hotly denied by Featherston. Petitions denouncing the sale were also sent to the Queen (doc:232-235).[187]

As outlined above, attempts to resolve the claims of the dissentients through arbitration lapsed, and while their rights remained unsettled, the provincial government was unable to take up possession of the land for which 25,000 had been paid. At length the government decided to refer the whole issue of entitlement to the Native Land Court. The first case to be brought before the court was that of Parakaia Te Pouepa and others, who claimed some 10,000 acres on the Manawatu river, known as the Himatangi block.

The case was heard in March 1868 at Otaki before Judges Smith, Rogan and White.[188] The claimants, represented by T C Williams, sought a certificate of title to the Himatangi block on the grounds that they had rights to the land acquired by conquest followed by actual occupation. The Crown was represented by Fox and the six-week hearing was attended throughout by Buller. Fox argued that the claimants had not acquired rights to the land through conquest, that the original occupants had never been dispossessed, and that these original proprietors had now ceded the land to the Crown. He further contended that Te Pouepa's people had not occupied more than an small portion of the block claimed.

Much to the dissatisfaction of both parties, the court found that Ngati Raukawa on the one hand, and Ngati Apa and Rangitane on the other, shared equal rights of ownership to the land (doc:590-591).[189] This was based on the premise that Ngati Raukawa had acquired rights to the district through conquest and occupation, but that the tangata whenua had never been absolutely dispossessed, and had continued to exercise rights of

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185 Edwards to Richmond, 17 December 1866, MA 13/70, WARC

186 Henare Te Herekau, enclosure in Hadfield to Richmond, 5 July 1867, AJHR 1867, A-19, p 12

187 Matene Te Whiwhi and others to Queen, 29 June 1867; Parakaia Te Pouepa to Queen, 4 July 1867, AJHR 1867, A-19, pp 4-6

188 Himatangi, March-April 1868, Maori Land Court minute books, microfilm reel nos 5 & 6, WTU

189 "Judgement of the Native Land Court in the Claim of Parakaia Te Pouepa and others", 27 April 1868, in MA 13/75A, WARC

ownership. Te Pouepa and his co-claimants were thus awarded only half of the Himatangi block, which amounted to about 5500 acres. The claimants were to have the block surveyed within six months. Williams had been disgusted with the way in which the proceedings were conducted and although the claims of other dissentients remained to be heard, refused to go on. According to Buick, the controversial decision left the "whole coast in a state of irritation and unrest".[190]

After considerable delay, the matter was reopened by the court in July 1869. The cases of the dissentients, including that of Parakaia Te Pouepa were argued by W T L Travers and presided over by Judges Fenton and Maning. The Crown was represented by the attorney general, James Prendergast, with Buller again giving his advice. According to Buick, the court excluded all Pakeha testimony, confining itself to that of the contending tribes. After another five weeks of hearings, the court ruled against the previous judgement, and found that Ngati Raukawa had acquired no right to the land through conquest or occupation.[191] Three Ngati Raukawa hapu - Ngati Kauwhata, Ngati Parewahawaha and Ngati Kahoro - were said to have rights to the area, having occupied the land on the invitation of Ngati Apa. Although affirming the validity of the purchase, the court ordered that 6200 acres be set aside for these hapu. Parakaia Te Pouepa's award at Himatangi was rescinded. Of the 500 or more claimants, only 62 were admitted by the court as having any entitlement to the land. Ngati Raukawa were understandably aghast at the outcome. Fox on the other hand, now premier, heralded the decision as "a most complete triumph for Featherston and Buller. The Raukawa I believe will submit without a murmur".[192]

In October 1869 Maori title to the whole block, excepting the Native Land Court awards, was declared to be extinguished. The accumulated backrents, amounting to almost 3000, were delivered into Maori hands. The provincial government lost no time in beginning a concentrated survey of the block for settlement. Fox's prediction proved to be false: once again the surveyors were interrupted by Ngati Raukawa dissentients and the survey pegs removed. It appears that opposition was also coming from other quarters. Rangitane chiefs were resentful about the size of their reserves, and Parakaia Te Pouepa angry that he had not received the backrent for the Himatangi block (doc:322).[193] In December one of the more vocal dissidents, Miritana, was charged with a breach of the Trigonometrical

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190 Buick, p 246

191 The judgement is set out in Buick, pp 248-259

192 Fox to McLean, 5 October 1869, MS papers 32 (278), WTU, quoted in Galbreath, p 75

193 "Manawatu Case", AJHR 1874, H-18, p 5

Stations Act. He was convicted and sentenced to three months in prison. Mr Alexander McDonald was also fined for exhorting the dissentients to protest.

The opposition abated throughout the early months of 1870. In May however the survey at Oroua was disrupted on Parakaia Te Pouepa's direction.

> Not one little bit of the Himatangi claim will be given up to the Government. But perhaps you had better go into the matter again. I and all the people wish you to go into the question respecting this land, and then an amicable settlement will be arrived at. Let us do it together. (doc:325)[194]

The survey was then suspended by the general government. By this time the provincial government was beginning to feel the economic effects of being unable to open the block up for sale. It was decided that the only course available to the government was to negotiate some sort of compromise with the claimants (doc:588).[195] In Featherston's absence, McLean was requested by the provincial government to do so. His mission was not to open up the issue of Featherston's purchase, or the decision of the Native Land Court, but to:

> effect a settlement of boundaries and extension of reserves as would remove all future difficulties to the peaceable occupation of the country by European settlers. (doc:326)[196]

He found sellers everywhere as disaffected with the transaction as the non-sellers. Much of the discontent was directed at the extent of the reserves set aside for the tribes. At Parewanui on the 14 November, Ngati Apa complained that the reserves promised by Featherston when the money was paid out had not materialised. Tribal reserves had become the sole property of Hunia Te Hakeke and Mohi Mahi. Some hapu had not been provided for. At Puketotara, Rangitane were still vexed by the issue of their portion of the payment and asked for 10,000 acres in lieu of the 4400 they had never received. On 18 November McLean spoke with malcontented Ngati Raukawa at Oroua. Taratoa claimed he was "deceived" into parting with his land. Promised a reserve, the chief had received

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194 ibid, p 9

195 Gisborne to Featherston, 10 February 1871, "Further Papers Relative to the Rangitikei-Manawatu Block", in MA 13/75A, WARC

196 "Manawatu Case", AJHR 1874, H-18, p 10

a mere 50 acres. Hoani Meihana repudiated the sale, "I was mad to sell the land to Featherston". Peeti Te Aweawe expressed what many Maori were feeling, "as it turned out, our old disputes were better than these troubles".[197]

McLean saw nothing for it but to reserve additional tracts of land for both the sellers and the dissentients. As a result of his negotiations a considerable number of individual and tribal reserves were made in the district. These allotments were further enlarged when H T Kemp went to survey the reserves. In all, an additional 14,379 acres were provided for the tribes (doc:293).[198]

In December 1870 Featherston returned from England and immediately expressed his dismay at McLean's actions. A claim was made against the general government for the payment of the additional reserves at the upset price of 1 per acre, and the survey of the reserves. The issue was referred to James Prendergast who presented his report to parliament in February 1874 (doc:317-320).[199]

Complications subsequently arose regarding reserves for the non-sellers. Ngati Kauwhata were determined that the boundary of their Oroua reserve should extend to "Hoeta's peg", increasing the acreage of the reserve by 1150 acres and encroaching on a reserve belonging to the sellers. The issue was eventually resolved and an agreement made on 23 January 1872. In exchange for 1500, the hapu was to relinquish their claims to Hoeta's peg, the costs incurred in prosecuting their claim, any other claims in the Rangitikei-Manawatu block, and their claim to an area of 574 acres called Te Raikihou. In February 1872 McLean received an assurance from their lawyer, Alexander McDonald, that this agreement was accepted by his clients as "the final satisfaction of their claims".[200]

The Rangitikei-Manawatu purchase concluded the Crown's "tribal" purchases. Other land was acquired by the Crown once title to the same had been investigated by the Native Land Court. It was the court then, which had to determine entitlement to disputed land. Controversial decisions were made: the award of land at Horowhenua in 1873 to Muaupoko is the subject of claim today. However this, and other Native Land Court decisions will be the subject of a subsequent exploratory report.

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197 Minutes of various meetings, in MA 13/72, WARC

198 Schedule of reserves, AJHR 1872, F-8, p 5

199 "Report on the Claim of the Province of Wellington in respect of the Manawatu Reserves", 16 July 1874, AJHR 1874, H-18

200 Information on these developments is contained in MA 13/74A and MA 13/74B, WARC

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Series 1. Memoranda and registered files, 1857, 1860-63
MA 1/1
MA 1/2
MA 1/3

Series 13. Blocks of land - special files
The following files contain a wealth of information on the Rangitikei-Manawatu purchase and its aftermath. Bits and pieces pertaining to the other purchases are interspersed throughout the files.
MA 13/69A
MA 13/69B
MA 13/70
MA 13/71
MA 13/72
MA 13/73A
MA 13/73B
MA 13/74A
MA 13/74B
MA 13/75A
MA 13/76

Series 24. Miscellaneous
MA 24/21 - contains information on Mana island.
MA 24/22

Series 75. Horowhenua commission 1896

Maori Land Purchase Department, Wellington (MA MLP-W)
1. Inwards and outwards letterbook, 1862-1866.
Contains correspondence from Featherston to McLean, and field staff.

New Munster (NM)

Series 10. Colonial secretary's outwards correspondence
NM 10/2
NM 10/9
NM 10/10

New Zealand Company (NZC)

Series 3.
NZC 3/6
NZC 3/7 - information on Porirua purchase
NZC 3/8 - information on Wanganui purchase
NZC 3/10 - information on Rangitikei-Turakina purchase

Internal Affairs (IA)

Series 1. Inwards letters 1840-1865
IA 1

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