IN THE MATTER of section 6 of the Treaty of Waitangi Act 1975

AND

IN THE MATTER of claims by H. Kaa (Wai 39), L. H. Tangaere (Wai 63), Te Rimu Trust (Wai 98), M. Reid (Wai 173), and A. T. Mahuika (Wai 272) on behalf of Te Runanga o Ngati Porou and the Ngati Porou people.

EXPLORATORY REPORT.
INDEX

| 1.  | INTRODUCTION                                      | 3 |
| 2.  | A BRIEF HISTORICAL ACCOUNT OF NGATI POROU        | 4 |
| 3.  | NGATI POROU BOUNDARY AS DETERMINED BY THE NATIVE LAND COURT | 5 |
| 4.  | THE TREATY OF WAITANGI                           | 8 |
| 5.  | NGATI POROU LANDS 1840 - 1862                   | 8 |
| 6.  | WARS AND CONFISCATIONS OF THE 1860'S             | 10 |
| 7.  | LAND ALIENATION 1873 - 1900                     | 12 |
| 7.1 | Overview                                        | 12 |
| 7.2 | Anticipated limits of land purchases            | 12 |
| 7.3 | Issues relative to land purchase practices and the Native Land Court | 14 |
| 7.31| Were lands granted to the rightful owners       | 15 |
| 7.32| Individualisation of title                      | 16 |
| 7.33| Survey and Court costs                          | 17 |
| 7.34| Pre payments                                     | 18 |
| 7.35| Completion of payments                           | 19 |
| 7.36| Reserves                                         | 20 |
| 7.37| Fraudulent dealings                              | 21 |
| 7.38| Did Maori understand the terms of the original transactions | 23 |
| 7.39| Adequacy of consideration                        | 23 |
| 7.4 | Summary                                          | 24 |
| 8.  | THE EAST COAST MAORI TRUST                       | 24 |
| 8.1 | Historical Overview                              | 24 |
| 8.2 | Issues concerning the East Coast Trust           | 27 |
| 9.  | LAND DEVELOPMENT INITIATIVES                     | 28 |
| 9.1 | Objectives of land development                   | 28 |
| 9.2 | Obstacles to land development                    | 29 |
| 9.21| Reform of Native Land Law                        | 30 |
| 9.3 | Incorporation                                    | 31 |
| 9.4 | Consolidation                                    | 32 |
| 9.5 | Vesting in statutory bodies to administer as farms | 33 |
| 9.6 | State funded development schemes                 | 34 |
| 9.7 | Compulsory acquisition of uneconomic shares       | 36 |
| 10. | PUBLIC WORKS                                     | 37 |
| 11. | CONCLUSION                                       | 38 |
| 12. | APPENDIX, POROURANGI AND NGATI POROU             | 39 |
1. INTRODUCTION

This report is an exploratory overview of Ngati Porou Treaty claims. The writers are Mikaera Nepia of Te Whanau a Te Aotawirangi, Te Whanau a Ruataupare, and Te Whanau a Tuwhakairiora, and Matu Ihaka of Te Whanau a Te Uruahi. Mikaera Nepia was originally commissioned to write this report by the Waitangi Tribunal in November 1992, and was subsequently assisted by Matu Ihaka who was commissioned by Te Runanga o Ngati Porou.

The claims in respect of which the report was commissioned are:

H Kaa (Wai 39)
L H Tangaere (Wai 63)
Te Rimu Trust (Wai 98)
M Reid (Wai 173)
A Mahuika on behalf of Te Runanga o Ngati Porou (Wai 272)

The claims cover a broad spectrum of issues. Lou Tangaere’s claim relates to ownership and management of fisheries within the Tairawhiti District, and cites a number of statutes claimed to be in violation of the Treaty. The Te Rimu Trust claim concerns Ngati Porou lands and fisheries, and raises a number of issues concerning the nature of customary Maori land and sea tenure, the Native Land Court, and the activities of Crown purchase agents. Herewini Kaa’s claim concerns the haste with which the State Owned Enterprise Act was made law, while Merearahi Reid’s claim relates to ownership and control of the Waiapu river and the extraction of metal from the river and its tributaries. Apirana Mahuika’s claim concerns Native Land Court legislation, Raukumara ranges land, land taken for military purposes, and the taking of uneconomic shares under the Maori Affairs Act 1953 and amendments.

The writers wish to emphasise that the report is exploratory only, limited by available resources. It highlights clearly relevant issues concerning Ngati Porou such as the operations of the Native Land Court, but it is not a detailed historical account, nor does it purport to identify all Treaty issues pertaining to Ngati Porou. There are matters that will need investigation but which are not covered in the report, for example, questions of resource management.

The report is therefore a historical overview, which identifies certain significant issues requiring further research. Such research will ultimately enable the Tribunal to determine whether or not the Crown has acted in breach of the Treaty, and whether it should make recommendations to the Crown that redress be granted.

The report commences with an outline of Ngati Porou history and tribal boundaries prior to looking at
Treaty issues. The major issues in the nineteenth century concern the activities of land purchase agents and the operations of the Native Land Court. In the twentieth century, issues that are raised include Maori land consolidation and development schemes, and public works.

2. A BRIEF HISTORICAL ACCOUNT

Ko Hikurangi te maunga,
Ko Waiapu te awa,
Ko Ngati Porou te iwi.

The story of how Ngati Porou came to occupy the Easternmost seaboard of Aotearoa begins with the legendary exploits of the ancestor Maui-tikitiki-a-Taranga. Whilst out fishing with his brothers, Maui snagged with the jawbone of Murirangawhenua "...the huge fish termed "Te Ika a Maui" which became the North Island of New Zealand, [which] raised the canoe high into the air on the peak of Hikurangi."0

Ngati Porou tradition holds that tribal occupation of the East Coast dates from the time of Maui.

Another esteemed ancestor of Ngati Porou is Toikairakau. Apirana Ngata stated that Toi came after Kupe by canoe and is the ancestor from whom many iwi, including the Mataatua tribes, claim descent. Ngata also maintained that Toi's people, Nga uri a Toi, were the earliest Maori settlers in the Horouta canoe area.1 Places closely associated with the Toi people include the Hikurangi and Raukumara mountains, and the Waiapu river. Whakapapa links Toi as a direct descendant of Maui and through these two tupuna many of the East Coast tribes claim mana whenua.

The next people to arrive came on Nukutere, and are the ancestors of Ngati Porou and Whakatohea. The Nukutere canoe:

made its landing at Waiaua near Opotiki, and on it came Ngainui, Ngaipeka, Te Wakanui and Te Whironui with his wife Hinearaiara and their daughter Huturangi.2

After the arrival of Nukutere came Paikea, either aboard a whale or guided by one, who took Huturangi to wife and became himself a prominent Ngati Porou ancestor.

The next people to arrive came on Nukutere, and are the ancestors of Ngati Porou and Whakatohea. The Nukutere canoe:

made its landing at Waiaua near Opotiki, and on it came Ngainui, Ngaipeka, Te Wakanui and Te Whironui with his wife Hinearaiara and their daughter Huturangi.

After the arrival of Nukutere came Paikea, either aboard a whale or guided by one, who took Huturangi to wife and became himself a prominent Ngati Porou ancestor.

Other significant figures in Paikea's era include Paoa and Ruawharo:

Poa, Paikea, and Ruawharo were, in the traditions relating to their activities in Hawaiki,

---

0 P Buck, The coming of the Maori, 1954, p 5
1 A T Ngata, Nga Rauru mui a Toi Lectures and Ngati Kahungunu Origins, (Nga Rauru mui a Toi), 1944, p 3
2 A T Ngata, Nga Rauru-mui-a-Toi, pp 24-25.
contemporaries, and ... they arrived in Aotearoa in the same generation.³

Paoa came to Aotearoa on the Horouta canoe. The Horouta was originally built in New Zealand and made a voyage to Hawaiki under the command of Kahukura to obtain the kumara. After filling the hold with kumara for seed, Kahukura decided to remain in Hawaiki. Horouta returned with Paoa in command, bringing freight of kumara, kiore, and takahe landing at Ahuahu. The waka then proceeded toward Whakatane where it capsized. Upon being repaired Horouta ventured along the coast, and emptied its cargo at the mouth of the Waiapu river, known as "Te tainga te riu o Horouta."

Later whilst in Turanga Paoa and Kiwa met. In celebration Kiwa's son, Kahutuanui, and Paoa's daughter, Hine-a-Kua, were married and their descendants inter-married with the issue of Paikea, Maia, and Toi, from whom Ruapani descend.⁴

Although there are numerous notable ancestors of mana from whom Ngati Porou claim descent, it is from Porourangi that Ngati Porou derive their name.⁵ The reasons for his choice as the eponymous ancestor of the iwi are explored in a paper by Apirana Mahuika, appended to this report.⁶ Mr Mahuika quotes Ngata's statement that:

Porourangi, the eponymous ancestor of Ngati Porou... inherited Toikairakau, Uenuku, Kahutiateaangi, Paikea and Ruatapu blood some of the best blood in Polynesia.⁷

From Porourangi all people of the Tairawhiti area can link through whakapapa. Notable descendants include Taua, Mahaki and Hauiti. These ancestors held mana whenua and mana tangata through their individual ability to lead and their whakapapa to Porourangi, Toi, and Maui. Through inter-marriage, raupatu, occupation, and alliance the descendants of Porourangi, Ngati Porou, have continued to hold mana whenua from his time to the present.

3. THE NGATI POROU BOUNDARY AS DETERMINED BY THE NATIVE LAND COURT

The coastal boundary of Ngati Porou is described in the pepeha:

maipotikiruakiTokerauTaiau.

Potikirua is situated on the coastline between Cape Runaway and East Cape. Te Toka a Taiau, the

³ A T Ngata, Nga Rauru-nui-a-Toi, 1944, p 22
⁴ J Mackay, Historic Poverty Bay and the East Coast, 1949, pp 2-3
⁵ A T Mahuika, Porourangi and Ngati Porou, 1993, Appendix I to this report.
⁶ A T Mahuika, Porourangi and Ngati Porou
⁷ A T Ngata, Nga Rauru nui a Toi, p 5
southern boundary marker, was a rock, situated at the mouth of the Turanganui a Kiwa river that was blasted away in connection with the Gisborne Harbour Works.

While the coastal boundaries of Ngati Porou are commonly known, the inland boundary is not. In general terms the Western boundary of Ngati Porou is marked by the Raukumara range. To the South, the boundary runs through the Mangatu blocks, then follows the Waipaoa and Waimata rivers emerging via the Raparapaririki stream at Kaiti.

The neighbouring tribes are, to the West, Te Whanau-a-Apanui and Whakatohea at Maungawaru. To the South are Te Aitanga-a-Mahaki, Rongowhakaata, and Ngai Taamanuhiri from Mangatu to Gisborne. The following more detailed description of the boundary is based on Native Land Court decisions, it is not intended to be definitive.

On April the 23rd 1879 Ngati Porou and Te Whanau-a-Apanui met at Whangaparaoa and discussed establishing a boundary between the two. On the 22 May a document was signed in Turanganga. This document is not held by the Archives however it is referred to in the Maungawaru, Tauwhareparae and Puketauhinu Block Native Land Court investigations. Te Hata, of Te Whanau-a-Apanui stated that the boundary:

commences at Potikirua on the coast thence to Te Peka-o-te-rangihekeiho, thence by the Rangaranga ridge to Piarongomaitapu thence to Te Koko Muka thence it turns west to Rangitiki thence to Taumata-o-te-awhengaiao, thence to Maungaitawiatekoko to Te Hiwera-a-whakautua, thence Manga-o-Tane, thence to Te Pakira, thence Maungaparahi, Tangatapueru, Pakarutu, Te Ranganuiatai, Wairangatira, Pukakahonui, Puketauhinu and Te Manuka - this is our ancestral boundary.8

Ngati Porou stated its borders to be from Te Manuka to Maungawaru.

Te Manuka is actually Pukemanuka situated in Tapuwaeroa No. 2C and so at that time, Aorangi was in part, Te Whanau-a-Apanui land, however at a later rehearing the Court ruled that the border be moved westward.

The investigation of the Maungawaru block gave title to Ngati Ira as did the subsequent investigations of Waitahaia, Ohuiarua, Tauwhareparae, and Waipaoa. From there Te Aitanga-a-Hauiti was awarded Waingaromia, Mangatu, Waimata and part of the Kaiti block. Ngati Ira and Te Aitanga a Hauiti are part of Ngati Porou.

---

9 Opotiki Native Land Court Minute Book No. 3, 1884, p 234
The boundary may be extrapolated to include these blocks and then defined. It can be seen that the boundary follows the Waipau County boundary line and extends out to Maungawaru. (Nb: This is incidental as this boundary was the access route into the back stations by which the surveyors travelled). From here it follows the Uawa County boundary to include the Mangatu and circumnavigate the Waikohu blocks to intersect with the Waimata blocks that lead down into Kaiti.

From this evidence it would appear that not all of these lands are exclusively Ngati Porou, but some are held between several iwi, these being border blocks. An example are the Mangatu blocks where Te Aitanga a Mahaki has significant interests.

Although in the future a need for a precisely defined border is required this boundary is sufficiently accurate for the purposes of this report.

**Sketch map of Ngati Porou Boundary.**
4. THE TREATY OF WAITANGI

The Treaty of Waitangi was taken around the East Coast by Reverend William Williams in May and June 1840. Some rangatira, notably Te Kani a Takirau refused to sign. Those that did sign were from Uawa, Tokomaru and Waiapu. They were:

Rangiua and Parekahika at Uawa.

Te Mimiopaoa, Rangiwai, Kakatarau, David Rangikatua, Takatua, Tutaepa, Te Kauruoterangi and Ko Rauruterangi from Waiapu.

Tamitere, Tamaiwakanehua, Paratene Te Mokopuorongo and Enoka Te Potae Aute at Tokomaru.

Williams did not leave an account of the Treaty signing.

5. NGATI POROU LANDS 1840 - 1862

In the years immediately following the Treaty a few Pakeha claimed to have purchased lands from Ngati Porou and sought validation of their claims from the Crown. These claims were of two types. The first were those based on alleged purchases prior to 1840. These are known as the "old land claims." The second type were based on alleged purchases from 1844-1846 when Governor Fitzroy waived the Crown's right of pre-emption.

The Crown required these claims to be referred to land claims commissioners for adjudication. The first investigation was by commissioner Godfrey in his visit to the East Coast in 1844 and subsequent enquiries were held by commissioner Dillon Bell in 1859 and the Rogan - Monro commission in 1869.

The earliest claim investigated was that of Captain William Stewart to 500 acres at "Warika Hika [Wharekahika] situate at or near East Cape." Stewart claimed to have purchased the land in 1825 from the chiefs Takaioki, To Toeringa and Purahaki. He did not describe the boundaries or state the amount paid. A Crown grant was initially given but was called in and the transaction was declared void on grounds of uncertainty.

In the Ngati Porou area, all old land claims were either voided or disallowed. Claims by Robert Espie at Mawhai and Whareponga were disallowed for failure to appear before the commissioners. F.

---

9 The Treaty of Waitangi, National Archives, Wellington.; M Simpson, Nga tohu o te Tiriti, 1990, pp 136-144
10 See Land Claims Ordinance 1841, Land Claims Ordinance 1846, Land Claims Settlement Act 1856
11 J A Mackay, Historic Poverty Bay and the East Coast, N.I., N.Z, p 138
12 Ibid, pp 138-9
Whitaker claimed to be the recipient of land purchased at East Cape by Captain Bateman, but gave no evidence as to how he acquired the property. In addition, pre-emptive claims by John Hart and William Christie to land at "East Cape" were also rejected.13

**OLD LAND CLAIMS IN NGATI POROU ROHE**

<table>
<thead>
<tr>
<th>LOCALITY</th>
<th>CLAIMANT</th>
<th>DATE</th>
<th>AREA</th>
<th>OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hicks Bay</td>
<td>W Stewart</td>
<td>1825</td>
<td>500</td>
<td>Voided for uncertainty</td>
</tr>
<tr>
<td>East Cape</td>
<td>F Whitaker</td>
<td>1839</td>
<td>2500</td>
<td>Disallowed</td>
</tr>
<tr>
<td>Mawhai</td>
<td>R Espie</td>
<td>1838</td>
<td>100</td>
<td>Disallowed</td>
</tr>
<tr>
<td>Whareponga</td>
<td>R Espie</td>
<td>1839</td>
<td>300</td>
<td>Disallowed</td>
</tr>
</tbody>
</table>

The rejection of the old land claims is significant in that the Crown's interpretation of the Treaty has been that it only guaranteed to Maori those lands which they had not by 1840 already parted with. Thus some iwi lost extensive tracts of land as a result of the old land claims.14 It is clear however, by the Crown's investigations, that Ngati Porou held the whole of its tribal territory at 1840.

In 1846 the Native Land Purchase Department was established to purchase Maori land and to give effect to the Crown's right of pre-emption. Ngati Porou was protected from Crown purchase activity for the next twenty years, largely because of its geographical isolation. The tribe also demonstrated a determination to retain ownership and control of its lands. For instance in 1862 Baker, the resident magistrate, tried to purchase land for his Court house from Ngati Porou. The tribe refused to sell, but instead gifted 110 acres for the purpose of a resident magistrate's station. A gift such as this made at the tribes own initiative was acceptable, but the sale of lands was not. Later that year Baker wrote to Mclean, "the word whenua is banished from my vocabulary. To utter a word having reference to it is to imperil my position and popularity."15

During this period, those Pakeha settlers living on Ngati Porou land, were doing so by right of marriage into the iwi, or on sufferance of the chiefs. Some were paying rent. Thus, in 1859 Samuel Deverson, a trader, took occupation of a 1/2 acre section at Tokomaru by verbal agreement with Te Whanau a Rua, paying £2 per annum rent.16 William Walters, also a trader, was living on a 1/2 acre at Tuparoa and Te Awanui by sufferance of Ngati Porou and paying £5 rent a year. 17

---

13 Ibid. For further information see old land claims (OLC) files, National Archives, Wellington
14 See generally, Report of Royal Commission to inquire into and report on claims preferred by members of the Maori race touching certain lands known as surplus lands of the Crown, AJHR, 1948, G-8
15 Baker to Mclean, 10 November 862. Quoted in Ward, *A Show of Justice*, p 139
16 Return of Europeans in the occupation of native land, AJHR, 1863, E-16, p 6
17 Ibid
6. WARS AND CONFISCATIONS OF THE 1860’S

Ngati Porou involvement in the wars of the 1860’s commenced in 1863 when the government invaded the Waikato. In July 1863 a group of some fifty Ngati Porou travelled to Waikato to fight in defence of the Maori King. A further contingent departed in January 1864. However, not all Ngati Porou supported this action. While they sympathised with the King movements’ objectives, many preferred to remain neutral and to concentrate on protecting their own lands.

By 1865, political conflict between non hauhau and pro Kingite and Hauhau followers had escalated. The arrival of hauhau emissaries early in 1865 sparked off a civil war. Non hauhau leaders formed an alliance with the Crown who supplied them with arms and, later, troops. After some defeats, notably at Tikitiki on 20 June, the non hauhau prevailed.

In November 1865, following the conflict within Ngati Porou, non hauhau leaders assisted the Crown in the defeat of hauhau factions in Poverty Bay and Wairoa. Subsequently, there was a relatively peaceful period from November 1866 to July 1868. During this period Ngati Porou had to deal with the results of the conflict including attempts by the Crown to confiscate East Coast lands.

In 1866 the government passed the East Coast Land Titles Investigation Act. The Act enabled the Native Land Court to investigate title to lands at its own initiative and to award title to "loyal" natives. Where land was owned in common by rebels and loyalists, any portions of such lands belonging to rebellious natives were to be partitioned amongst the loyalists. Any lands certified to belong to rebellious natives would become Crown land, the Crown could set aside portions for the "use and maintenance" of Natives in rebellion, and let, sell, or set aside for rural or town purposes the remainder. The area covered by the Act included the whole of the East Coast from Lottin Point south as far as Hawkes Bay.

The Act was not used to confiscate any Ngati Porou lands, but it appears it was used to pressure the tribe so that they would sell or "voluntarily" cede lands to the Crown. In 1868, Ngati Porou petitioned parliament opposing the Act and the pressure put on them to part with their lands.

The first petition from Uawa dated 24 March 1868 was signed by one thousand and ninety-seven Maori residing along the East Coast from Wharekahika and East Cape to Poverty Bay. The petitioners claimed that after the East Coast conflict they had been given assurances by Governor Grey that their lands would not be confiscated. The government agent, Mclean, had initially at least told them no land would be taken provided there were no further conflicts. They had subsequently leased some of their lands.

18 Mackay, op cit, p 213
19 J Belich, *The New Zealand Wars*, pp 208 - 210
20 *Petitions from East Coast Natives*, AJHR, 1868, A-16, pp 1, 11
21 Ibid, pp 1 - 13
lands to Pakeha but when approached by government agents to sell they were not willing. The government had then conspired to prevent the Native Land Court from sitting to hear their applications for determination of title, and had constantly tried "coaxing, intimidation, and numerous other artifices" to get them to give up their lands.

The second petition, dated 28 March 1868, was signed by Raihania Pahina and over two hundred other Maori from the Waiapu. This group of petitioners specified the area of land they were not willing to give up as follows [translated]:

commencing at the Ariuru river, namely at Waitakeo; thence westward by the sea to Potikirua on the southern side of Whangaparaoa; thence from Potikirua southward overland to Arawhana; thence to the sea; thence to the Waitakeo.

This area comprises the whole of the Northern Ngati Porou territory including the greater part of the Raukumara ranges. The petitioners said "...we are not willing to let a single piece within these boundaries go to the government..."  

A further petition was sent by numerous Maori from Turanga. The Crown did not however accept the petitioners' complaints and it appears that the iwi felt they had little choice but to accept Mcleans proposal that they give some lands over. In October 1868 Major Biggs, resident magistrate at Poverty Bay and, according to Alan Ward "a zealot for confiscation," told Ngati Porou that the area offered by them was too small. The following month the matter was still unresolved when Te Kooti attacked Poverty Bay killing sixty Maori and thirty-four settlers, including Biggs and his family.

Some Ngati Porou assisted the Crown in its conflicts with Te Kooti and with Titokowaru in Taranaki. For this reason the Crown eventually abandoned its plans to confiscate Ngati Porou lands. In April 1870 Mclean advised Ngati Porou that none of their lands would be confiscated. He did however request that land be reserved for the magistrate at Waiapu and for a landing place at Awanui. Subsequently, the first sale of Ngati Porou lands took place on 2 September 1872. Eighty-eight acres was sold to the Crown at Awanui for £88.

In August 1869 Mclean met with Ngati Porou and Ngati Kahungunu loyalists and agreed to give them portions of land ceded in Poverty Bay. Ngati Porou was to receive a third of the lands, comprising

---

22 Apparently this was achieved by not inserting notices of the Chief Judge in the Gazette. Ibid, p 1.
23 Ibid p 13
24 Ibid
25 A Ward, A show of justice, p 225; Mackay, op cit, p 305
26 Ward, A, op cit, p 226
27 Mackay, op cit, p 309
28 Ibid
29 Awanui deed, 2 September 1872, Turton's Maori deeds I: 701
30 Mackay, op cit, p 306
10,000 acres of the Patutahi block. In September 1873 Ngati Porou disposed of its claim to this land to the Crown for £5,000.31

7. LAND ALIENATION 1873 - 1900

7.1 OVERVIEW

There is evidence that in the early 1870's Ngati Porou would not entertain the prospect of selling lands to the Crown.32 Their preference it appears was similar to that expressed in the 1868 petition from Uawa referred to previously. That is, they desired to lease land but not to sell.33 Such an arrangement would enable them to provide for settlers needs while retaining the mana of the land.

However, at the same time, the Crown was embarking on large scale purchasing of Maori land to provide for Vogel's public works and immigration schemes. Under the Immigration and Public Works Acts of 1870 and 1873, £750,000 was set aside for this purpose. The Native Land purchase branch of the Native Department was set up under Sir Donald Mclean and purchase agents were engaged to negotiate the acquisition of Maori lands including lands within the Ngati Porou area. This resulted in pressure on the iwi to sell.

The Ngati Porou resistance to sales was not, or could not, be maintained. There are a range of factors which may have contributed to the selling of certain areas of their lands in the period under consideration. Three such factors are identified in the following discussion. The first is an apparent understanding that there were limits to the Crown's ambitions in respect of Ngati Porou lands. The other factors are the role of the Native Land Court, and the activities of Crown and private purchasers. These are discussed in turn.

7.2 ANTICIPATED LIMITS OF LAND PURCHASES

In 1908 Apirana Ngata stated that the initial sales of Ngati Porou lands were chiefly due to the influence of Sir Donald Mclean,34 who had asked the iwi to sell the mountainous interior of their territory, but to retain the coastal areas for their own use. Ngata said that Ngati Porou believed the Crown's policy was only to obtain their "waste lands", that is, lands that they themselves could not

31 Patutahi deed, 30 September 1873, Turton's Maori deeds, I: 703. The taking of these lands has been an ongoing source of grievance for the Gisborne tribes from whom they were originally taken. They have argued that the cession cannot be justified, and even if it was justifiable, the 1921 Land Claims Commission found that the Crown had taken twenty thousand acres more than they were entitled to by agreements relating to the original cession. Refer to Native Land Claims Commission, AJHR, 1921, G - 5, p 20.
32 See for example J H Campbell, R M to Native Minister, 30/6/72, AJHR, 1872, F-3, p 12
33 Porter to Mclean, 3/6/75, Turton's epitome of official documents, pp 386-387
34 Stout Ngata, 1908, AJHR, G-i, p 1
occupy or utilise.35 Thus, if sales were to occur, the iwi would still retain sufficient lands for tribal purposes. This must have made the prospect of sales less objectionable, but nonetheless, was it an appropriate policy? The question of what constitutes "waste" land depends largely on one's cultural perspective. Land that may appear to be unused in Pakeha eyes might be a traditional wahi tapu or mahinga kai. There were many such areas in the inland high country.

The following overview of land transactions suggests that if such a policy did exist, it was adhered to to some extent in the 1870's and 1880's, but went completely by the Board in the 1890's resulting in sustained protest by Ngati Porou.

In the period covered, many coastal areas were leased to Pakeha settlers, in accordance with the Ngati Porou preference for leasehold arrangements. In the late 1860's coastal blocks from Whangara South were leased including Pouawa (19,200 acres) and Whangara blocks (21,450 acres). From 1876 - 1893 further leases extending north to the Waiapu were arranged. These comprised the Waipiro, Tuparoa, Taora and Tokomaru leaseholds.36 Leasehold arrangements were also entered into North of the Waiapu at Whangaparaoa and Matakaoa.37

Over this same period there were a number of private purchases. Records of these are difficult to trace, but an official return in 1885 gives the following information.38 In 1882 the New Zealand Settlement Company made a number of large purchases including Mangatu No 5 and 6 (20,075 acres each), Pouawa No1 near Kaiti (6,205 acres) and Mangaheia No1, inland from Tolaga Bay (16,400 acres). The largest purchases were; Waingaromia No2, (27,682 acres, inland from Anaura) purchased by Cooper in 1877, and Waipaoa No2, (32,250 acres at Tutamoe) purchased by five Pakeha in 1881. Other lands purchased in the late 70's early 80's included Puketiti and Takapau, Pouawa, Aorangi Maunga and Ruangarehu No 1. In all, these purchases cover some 150,000 acres. The lands were almost all inland blocks, situated in the Southern Ngati Porou area and including large sections of the Kaukumara range.

Meanwhile, Crown purchase activity had commenced in 1875 with the purchase of the Tolaga Bay township site. Subsequent purchases extended inland and towards the North.39 Major purchases in the 1870's included the 20,000 acre Arakihi Block in 1876, and the 44,000 acre Tauwhareparae block in 1879. In 1877 eleven purchases were made on Mount Hikurangi and surrounding areas. The blocks sold included Te Papatipu (19,000 acres), Aorangi Wai (7,000 acres) Arawhawhati (3,800 acres), portions of Honokawa, and the Waitahaia block (47,000 acres). Purchases continued into the 1880's, including Huiairua No 1 (8,000 acres) in 1881, Taitai and Pirauau in 1884. The most northerly purchase was Pukeamaru no 5 in 1884. By these purchases an area greater than that purchased privately passed

35 Ibid, p 16
36 Ibid
37 W H Oliver, Challenge and response, p 108
38 Return of lands passed through Native Land Court and purchased by Europeans since 1873, AJHR, 1885, G-6
39 Oliver, op cit, p 110
out of Ngati Porou ownership. In common with the private purchases, the bulk of these sales were of the inland areas.

Before considering the 1890's it is important to note the development of Maori farming on the East Coast. Ngati Porou began farming their lands in the 70's. Initially, lack of experience lead to disaster as sheep were not dipped properly. The flocks succumbed to an infestation of scab and had to be destroyed. However, in the 1880's, learning from their Pakeha neighbours, successful farming enterprises were commenced and cultivation of Maori land was also increased. By the 1890's Ngati Porou were involved in the gradual development of a pastoral industry.

In the 1890's the Native Land Court dealt with many blocks north of the Waiapu and no sooner were the titles determined then the Crown set about purchasing the land. Many blocks were purchased in whole or in part, for example, some 7,000 acres of the Pukeamaru Blocks. These purchases extended from the inland blocks onto blocks where Maori were farming or in occupation. This appeared to be contrary to the policy of acquiring "waste" lands only, and not those lands occupied by the iwi.

Ngati Porou opposition was so great that in 1894 all papatipu lands were withdrawn from the Native Land Court in protest. By concerted tribal action over 170,000 acres, mostly north of Waiapu, was kept out of the Court until 1902. In that year the Seddon government gave an assurance that the Crown would carry out no further purchases in the area.

This significant protest demonstrates among other things the extent of Ngati Porou opposition to the process of alienation facilitated by the Native Land Court, and the activities of land purchase agents in the 1890's. These had in fact always been matters for concern.

1.3 ISSUES RELATIVE TO LAND PURCHASE PRACTICES AND THE NATIVE LAND COURT

Issues which are considered in the following discussion include: whether lands were awarded to their rightful owners, individualisation of title by the Court, survey and Court costs, concerns regarding payments and reserves, fraudulent dealings, Maori understanding of land transactions, and the adequacy of consideration. A number of these issues arise in regard to the Tauwhareparae and Waingaromia No2 sales and these are therefore used to illustrate the points raised.

40 Stout Ngata Commission, 1908, AJHR, G-1, p 16
41 Ibid, p 16
42 Pukeamaru Deeds, AUC 3139, 1429; Returns of lands purchased and leased from natives in the North Island, AJHR, 1890's
43 Stout Ngata Commission, 1908, AJHR, p 16
44 Ibid
7.31 WERE LANDS GRANTED TO THE RIGHTFUL OWNERS?

There are numerous examples of disputes in the Ngati Porou area over decisions of the Native Land Court vesting land in certain groups and excluding others. One of the most tortuous examples is that of the Waipiro Block, which was the subject of a protracted series of petitions, hearings and rehearings by the Court, and referral to a commission of inquiry in 1888.45 Other examples include disputes over Court decisions in respect of the Ngamoe and Poroporo blocks.46

There are also numerous claims that have been made against succession orders of the Court.47

An important question is whether the people awarded land by the Court had the right to sell. Examples where the right of sellers to dispose of lands has been challenged include Tauwhareparaee and Waingaromia No 2. In the case of Tauwhareparaee, H. Waiti Te Rangi and others claimed in 1879 that the sale of the block was wrongful. They said that as the rightful owners of the block they had nothing to do with the passing of the land through the Court, or survey, and that they had the "mana" to hold the land.48 The response of the Crown purchase agent, Porter, was that the shares of "dissentients" would not be purchased but would be defined by the Court.49 The non sellers were thus unable to halt the sale of the greater portion of the block.

With regard to Waingaromia, a rehearing of this block was held after the original grantees had signed a deed of sale to a Pakeha purchaser. At the second hearing the Pakeha purchasers as well as the Maori claimants were represented, and the Court confirmed the original order. Maori later claimed that the hearing was determined not on the merits of the Maori claims, but on the question of the sale.50 It was not uncommon for the Court to award land to a group of persons who had previously agreed to sell the land.51 The active role played by purchase agents in Court proceedings warrants some examination.52

---

45 Commission of enquiry into decisions of the Native Land Court in respect of the Ngara, Porangahau, Mangamarie and Waipiro Blocks. AJHR, 1889, G-1, p 4; Petition of H Te Hui and three others praying for rehearing by Native Appellate Court re ownership of Waipiro Block. AJHR 1916, I-3, p 18
46 Petition of Raana Pakau and others regarding Ngamoe Blocks, AJHR, 1913, G-6, p 1; Petition of H Paputene and others praying for a rehearing by the Native Appellate Court, or some other Tribunal, as to the title of Poroporo block, AJHR, 1919, I-3, p 15; Petition of P Ohuka and others praying for a further rehearing of the title of the Poroporo No1 Block, AJHR, 1920, I-3, p 37
47 For example, Petition of R Kopu and another, praying for an amendment of order appointing successors to interests of Enoka Tamitami in Whangara Block, AJHR, 1916, I-3, p 26; Petition of H Tikitiki, praying for an enquiry re succession to interests of Peka Marotiri and Maraea Marotiri in Tokomaru 7k and other blocks, AJHR 1916, I-3, p 18
48 H W Te Rangi and others to Porter and Whatahoro, 30/8/79, MA 13/84, National Archives, Wellington
49 Porter to Gill, 24/11/79, MA 13/84.
50 Petition of E Parau and others, praying for rehearing of Waingaromia no 2, 14/6/80, MA 13/94.
51 eg Waitahaia and Aorangiwai blocks, Porter to Native Department, 5 June 1876, Turton's epitome of official documents, p 389
52 A recent example of claims that sellers had no right to part with certain lands involves Mount Hikurangi and other lands claimed by the Hikurangi Claims committee in the 1980's. Refer generally to Hikurangi Claims Committee files, MA 76/282, Maori Land Information Office, Wellington, A T Mahuika, notes as requested by Wilson Isaac, 2/3/91, Te Runanga O Ngati Porou
INDIVIDUALISATION OF TITLE

The Native Land Act 1873 provided for the individualisation of title to Maori land. It in fact took the system of individualisation to its extreme. All members of a hapu or tribe found to own a piece of land were entered onto a memorial of ownership, men women and children. They no longer held the land communally, but as individuals.

Prior to the Native Land Court individuals did not have the right to sell land that belonged to the tribe. However the Native Land Court facilitated the practice of individual dealing by Crown or private purchasers. Crown purchase agents followed a common practice of drawing up a deed of sale for a block then hawking it around the owners obtaining signatures through separate negotiations. This process of alienation denied the mana of the hapu or the iwi to control their lands.

In 1895 a petition of Major Ropata, Paratene Ngata, Henare Mahuika and others complained that negotiations were:

not being made publicly to the hapus owning the lands, and so ascertaining the wishes of the persons having a rightful title. But the land purchase officer...catches individuals singly in the townships, in the hotels and on the roads, and some of the persons selling have no other land for their maintenance other than the shares so sold."

The methods used by the purchase agent Wheeler in the 1890's also came in for harsh criticism from Ngata who said he would "chase" individual owners and argue with them until they sold. Ngata also recalled that Wheeler:

found it necessary to frequent places where gambling was going on night after night, and over the card tables' thousands of acres were sold - not that the land purchaser was present where the gambling was done, but he was close by.

In some cases the result of the process of individual dealing was that the Crown would eventually be awarded the whole block by the Native Land Court, for example, Aorangiwi No1. The purchase deed for this block of some 1,900 acres was dated 27 May 1876. However, signatures of the owners were not all obtained until 31 May 1880, four years after the first owner signed. A Native Land Court order on 1 June 1880 vested the block in the Crown.

In other cases the Crown would try and get as many signatures as possible but some owners would

53 Petition of Major Ropata and others, 28 May 1895, NL P 1898/69, Quoted in Butterworth, The policies of adaptation, the career of Sir Apirana Ngata, 1874 - 1928, p 27
54 Ibid p 25
55 Ibid
56 Deed no AUC 1248, Department of Survey and Land Information (DOSLI), Wellington
refuse to sell. The Crown would then apply to the Native Land Court to have its interests determined and the Court would partition a portion out for the Crown, and the remainder for the non sellers.57

7.33 SURVEY AND COURT COSTS

One of the factors that contributed to the sale of Ngati Porou lands was probably debt. A significant component of debts incurred by Maori land owners arose from the expense of putting lands through the Native Land Court. To have ownership of the land determined a preliminary survey had to be obtained and Maori had to pay for the survey, along with Court costs and lawyers' fees. The greatest costs were often survey fees and after 1873 the cost of surveys was secured as a lien on the land that was often discharged upon sale.58

The Crown purchase agent noted in 1876 how the existence of survey costs helped bring purchase negotiations to a speedy conclusion59:

I have instituted the system of throwing the onus of [surveys] upon the natives, by arranging with them the price per acre, less the cost of survey. I have found this a very good precaution, as, knowing they have to pay, the Natives are careful not to cause delays, or to lead over wrong boundaries, as is often the case in surveys of Native lands to which the title is disputed, and further, the government incur no risk of loss.

After title was determined, if Maori retained the land and wanted it partitioned, they then had to have further surveys done at additional expense.

The costs of putting land through the Court escalated through the 1880's as numerous Acts amending Native land laws became increasingly complex and unworkable. In 1891 the Rees commission found that60:

Numerous witnesses bear testimony to the gradual deterioration of the Native Land Court. It takes a longer time now to hear a case than formerly. Its fees and charges are greatly in excess of what they were. Its adjournments and postponements are now more frequent and inconvenient. The applications for rehearings are greatly increased...Its demand for excessive daily fees is so imperious that Natives not able to pay are refused a hearing, and thus in many cases the real owners are compelled to stand by and see their land given to strangers...So heavy have the burdens become which the successive laws have placed upon the ascertainment of

57 See for example Pukeamaru No 4, crown purchase deed 31139
59 T W Porter to Native Department, 5 June 1876, AJHR, 1876, G-5, pp 9-10.
60 Report of the Commission appointed to inquire into the subject of the Native Land Laws, (Rees Commission), AJHR, 1891, G-1, pp xi - xii.
Native title that before the individual interests of Natives can become vested in them by order of the Court the whole value of the land is often expended.

Expenses were particularly onerous where title was disputed, as with the Waipiro block. In that case it appears that one of the parties to the dispute had to sell other land in order to cover his expenses. Ngata stated in the Native Land Court in 1922 that:

What is known as Hauanu A was sold by Tuta Nihoniho's party to finance Waipiro case. Partition is September 1890. Hauanu B allotted to non-sellers composed entirely of Waipiro people or Himiona Hapai's family and relatives who were assisting Waipiro people against Tuta Nihoniho.

What was the relationship between survey and Court costs and the sale of Ngati Porou lands?

7.34 PRE PAYMENTS

A feature of Crown purchasing policy in the early 1870's was the practice of making pre payments to secure the purchase of blocks of land prior to adjudication by the Native Land Court. Payment to Maori before the land was surveyed or ownership determined had the potential to prejudice the rights of the owners.

The purchase of the Tauwhareparae Block, of over 40,000 acres, was commenced in 1874 with advances being made by Porter to certain Maori. The land was subsequently proclaimed by the Crown as under negotiation under the Immigration and Public Works act 1871. The effect of such a proclamation was to make it illegal for any person other than the Crown to contract for the purchase of any interest in the land. Thus, any competition was removed making it harder for Maori to negotiate a fair deal with the Crown.

Title to the Block was not determined by the Native Land Court until 1879 at which stage negotiations for sale of the block were brought to a quick conclusion. In these negotiations, the Maori owners initially opposed completion of the sale. They wanted the land subdivided among the three groups of owners found to be entitled, and for those owners who had accepted advance payments to give the Crown portions of their land equivalent to the amount paid for. The remainder, comprising the bulk of the land was to be reserved to Maori.

Most of the owners eventually agreed to sell at a price reduced from the 5 shillings per acre they

---

61 A T Ngata, re Hauanu B, 12 May 1922, Waiapu MB No 85, p 85. Thanks to Monty Souter for locating this quote.
62 Porter, minutes of meeting at Tolaga Bay, 22 April 1879, MA 13/84
63 NZ Gazette, 1876, p 314
64 R Gill, Minutes of interview with Maori re Tauwhareparae, 22/4/79. MA 13/84
wanted to 3/6, with only ten thousand acres reserved to Maori when they wanted thirty thousand reserved. Porter's reports of the negotiations suggest that the pre payments and proclamations on the land were important factors in bringing Maori to agree to sell on terms acceptable to the Crown.65

Some of the owners bluntly opposed the sale and refused to sell their shares. The shares of these "dissentients" were partitioned off by the Native Land Court on 3 June 1881 when the Court awarded the Crown 44,150 acres. Non sellers were awarded 3,550 acres and 10,250 acres were reserved to the sellers.

The practice of pre payment was examined by the Waitangi Tribunal in the Te Roroa claim relating to land at Waipoua. In that case the Tribunal concluded that the use of pre payments was66:

an established pressure tactic, an unfair practice designed to purchase land as quickly and cheaply as possible, and incompatible with the Crown’s fiduciary duty under the Treaty.

There is therefore an issue as to the extent to which pre payments were used as a pressure tactic by the Crown in purchasing Ngati Porou lands.

7.35 COMPLETION OF PAYMENTS

The Tauwhareparae case gives rise to a further issue concerning payment which is whether payments were in fact completed and the sellers of land obtained all that they had bargained for.

In 1879 an arrangement was made with Porter whereby the purchase money agreed upon would be paid to receivers, appointed by the grantees of the block, who would then distribute the money amongst the sellers. The receivers included a Mr Jury, also known as Whatahororo, and two elderly Maori. Jury had payed an important role as an assistant to Porter in completing the purchase of Tauwhareparae.

Following the payment of purchase monies to the receivers there were a number of complaints by sellers that they had not received their share of the money.67 In 1880 Tamati Kite Rangi petitioned Parliament claiming that he had been promised £500 purchase money by Jury on behalf of the Crown but had only received £50, and further that Gill had promised a pension that he had not received. The Native Affairs committee investigated and reported that no such promises were made but that there were suspicious circumstances relating to the division of the purchase moneys and recommended a full

65 T W Porter, report of runanga held to negotiate completion of purchase of Tauwhareparae 26/4/79 and 2/5/79. MA 13/84
66 The Te Roroa Report, Wai 38, p 60
67 Porter to Gill, 24 November 1879, MA 13/84
An inquiry was held by the Resident Magistrate in 1881 who found that there was little doubt that Jury had promised Tamakiterangi £500 and had suggested he would get 200 acres of land and a pension. Jury had furthermore misappropriated £700 of the purchase money for which he could not account.

The magistrate absolved the Crown from responsibility to some extent by finding that while Jury had purported to make his promises to Tamakiterangi as an agent of the Crown, he was not on salary at the time, and the Crown officers had not themselves promised £500 or a pension.

With regard to the £700 that had gone missing the magistrate found that it was the Maori chiefs who had pressured him to pay the money in a lump sum to the receivers instead of to individuals in their respective shares. However, he considered that Porter had acted "injudiciously" in not insisting that the grantees appoint receivers capable of protecting their interests rather than "two silly old men who had no idea of the value of money and a wily half cast who was a stranger in the District and not a grantee."

Other claims were made including a claim by Tamakiterangi that as part of the original deal, Porter had promised him 200 acres with a clear title out of Tauwhareparae. A promise to cut off a portion of the land for Tamakiterangi had been acknowledged by Porter at the time of the deal, but it was never kept. In 1891, Koehe Taihere claimed that an agreement had been made by himself, Brooking (Court clerk and interpreter) and Whatahoro, that 600 acres would be set aside for him out of Tauwhareparae.

The Tauwhareparae case gives clear evidence of promises of payment being made either by Crown agents, or by their associates purporting to act for the Crown, which were part of the initial agreement but which were not kept. The circumstances of payments in this and other cases should be investigated.

7.36 RESERVES

Further issues, which are well illustrated by the Tauwhareparae case, concern the provision of reserves. As mentioned in that case the sellers, who were Ngati Ira, were adamant that some of the lands be reserved to them. They were concerned that they had little lands left. Having initially sought reserves

---

68 Report of Native Affairs Committee on petition of Tamati Ki te Rangi, 20/8/80, MA 13/84
69 Preece R M to Gill, 21/3/81, report on the manner in which payments were made on the Tauwhareparae block, MA 13/84
70 Ibid
71 Gill to Porter, 20/6/82, MA 13/84
72 Porter to Gill 3/5/79 re terms of agreement.
73 Taihere to Lewis, 6 October 1891, MA 13/84
of 30,000 acres they were eventually persuaded to accept a reserve of only 10,000 acres. Were the reserves provided adequate for tribal needs?

With regard to protection of the area reserved, the terms of the deed of sale were clear that 10,250 acres were reserved in two blocks "inalienably" and "for the use of the vendors and their heirs for ever." In Maori the deed stated "hei whenua tuturu aua piihi e rua nei mo aua tangata Maori mo o ratou uri mo ake tonu atu." Two reserves were set aside by the Native Land Court, named Tauwhareparea 1 and 2, each of 5,125 acres. Each was vested in about three hundred owners, but they were not made inalienable.

In the 1880's large portions of these reserves were sold to J. N. Williams. An application for subdivision was made in 1886 and Major Porter gave evidence of the sale. There were some initial doubts as to the alienability of the land, but in March 1886 the Court subdivided the land and awarded 083 acres in No 2 and 2,872 in No 1 to Rapata Wahawaha, representing the shares purchased by Williams, so that Rapata could then transfer the land to Williams.

Were reserves that were set aside given sufficient protection from future alienation?

7.37 FRAUDULENT DEALINGS

Were Maori adequately protected from fraudulent land dealings? Waingaromia No 2 was a large block of some 28,700 acres situated inland from Tolaga Bay. A memorial of ownership to this block was ordered by Judge Rogan in 1877 and confirmed at a rehearing in 1880. Prior to the original order of the Court, some of the owners signed a deed of sale to a Mr Robert Cooper. Judge Rogan ordered that the Crown grant be given to Cooper and a grant was issued in January 1882.

A number of issues arise in relation to this block but this discussion focuses on allegations that the sale to Cooper should not have been confirmed because it was invalid by reason of the Native Lands Fraud Prevention Act 1870.

This Act had as its stated purpose the prevention to the greatest extent possible of frauds and abuses in connection with the purchase of Native Land. Claims were made that the deal was fraudulent, and that the Native Land Court failed to take cognisance of the provisions of the Act, and failed to implement other safeguards designed to prevent fraudulent dealings with Maori.

74 Deed of sale of Tauwharepareae, 3 May 1879, Deed No, AUC 1259
75 Ibid
76 Waiapu Minute Book No 5, p 244
77 Brooking to Sheridan, 13 July 1886, MA 13/84
79 Preamble to the Native Lands Frauds Prevention Act 1870
In 1880 Rees wrote to the Minister of Lands on behalf of the owners of Waingaromia No.2 asking that a Crown grant not be issued to Cooper. Rees argued, among other things, that:

1. The order for memorial of ownership was ultra vires and illegal as:
   a. a proper plan was not produced to the Court the order was made at a Court sitting with no assessor present.

2. The natives sold in January 1877 a block to which they did not get a Crown grant until the following month, that such a sale was illegal.

3. The Deed of sale was not certified by a Trust Commissioner under the Frauds Prevention Act and therefore the judge had no power to receive the deed in evidence as a deed of conveyance.\(^{80}\)

4. The deed leaves blank the consideration paid to each owner.

5. The aggregate consideration was never paid in full, and that which was paid consisted largely of debts for alcohol, in contravention of the Native Land Frauds Prevention Act.

6. The vendors included married women and infants whose husbands and guardians respectively had not signed.

Rees claimed that Judge Rogan was aware of all or some of the facts at issue.

Similar complaints were made by E. Parau and others in a petition to the Governor in Council in 1880.\(^{81}\) They were concerned that some of the rightful owners had been excluded from the title at the hearing on the grounds that they had not been included in the first memorial of ownership, and had not pressed their claims at that time.

Further and similar claims were made in 1882 by Ema Waitai and others who were owners in the block and who said they had never signed the deed, though their names were included on it. The petition was investigated by the native Affairs Committee that said the government had given ample time to pursue legal remedies and the petitioners had no special claim as three of them were party to the sale and the other was not an owner. The committee made no recommendation.\(^{82}\)

The Waingaromia No2 sale is a highly suspicious transaction which may well have been invalid by reason of legislative safeguards protecting Maori from fraudulent dealing. How many similar dealings...

---

\(^{80}\) Refer section 6 of the Native Land Frauds Prevention Act.

\(^{81}\) Petition of E Parau and others, 14 June 1880, MA 13/94

\(^{82}\) Petition of Ema Mailai and others, 1882, AHIR, I-2, p 5.
were passed through the Native Land Court despite the supposed protection from "frauds and abuses" contained in the Native Lands Frauds Prevention Act?

7.38 DID MAORI UNDERSTAND THE TERMS OF THE INITIAL TRANSACTIONS?

The Maori text of the purchase deeds warrant some examination. Did they convey to Maori a correct understanding of the nature of the agreement, ie a permanent absolute alienation?

In particular, the Papatipu block deed is suspect. Some 20,000 acres were supposedly "sold" in 1877, but the Maori deed says:

ko te tikanga o tenei Riihi koia tenei: he tuku tonu atu na nga tangata Maori o Ngati Porou no ratou nga ingoa kua tuhituhia iho ki tenei pukapuka i taua piihi whenua katoa kei Waiapu...ko te utu [£2748.5.4] a i konei ka whakaaetia e aua tangata Maori nei te taenga atu o taua moni kia ratou kia mau rawa taua whenua nei ma nga mana katoa o runga kia Kuini Wikitoria ki ona uri ki ona tukunga iho mo ake tonu atu. ka mutu.

The term riihi is a transliteration meaning lease. The latter parts of the deed however sound more like a sale. At best the Maori translation is confusing, at worst it is deliberately misleading. Did the signatories to this "Riihi" believe that they were selling the land?

7.39 ADEQUACY OF CONSIDERATION

In 1908 Ngata noted that while some members of Ngati Porou had not objected to the sale of inland blocks not occupied by them, others questioned the wisdom of selling land at such low prices. The lands had been sold for 1 - 3 shillings per acre.\(^{83}\) In comparison, portions sold to Europeans were at the rate of 2 - 5 shillings per acre.\(^{84}\)

The reintroduction of Crown pre-emption by the Liberal government in 1893 - 1897 gave the Crown a form of monopoly on land purchasing. Combined with vigorous tactics of land purchase agents the sellers would have had little bargaining power.

\(^{83}\)Stout Ngata, AJHR, 1908, G i, p 1
\(^{84}\)ibid
7.4 SUMMARY OF ALIENATION 1873 - 1900

This was the critical period in the history of Ngati Porou land sales. Exact figures on the amount of land disposed of cannot be given but an estimate can be made by reference to figures compiled by the Stout Ngata commission in 1908.

The Northern portion of Ngati Porou territory fell within the Waiapu County for which the Stout Ngata commission produced the following figures:

\[
\begin{array}{|l|c|}
\hline
\text{WAIAPU COUNTY} & \\
\text{Total area} & 705,228 \\
\text{Lands acquired by Europeans and by Crown} & 322,000 \\
\text{Lands owned by Maoris or held in trust} & 383,228 \\
\text{Lands under lease to Europeans} & 113,025 \\
\hline
\end{array}
\]

One could estimate that in the period discussed some 60% of lands were disposed of by way of sale or lease. With regard to these alienations a number of issues have been raised which require further investigation. They relate to Crown and tribal policy in relation to land dealings, and the activities of the Native Land Court, Crown and private purchasers.

It was noted that in 1902 the Seddon government promised not to resume purchases in the northern Ngati Porou area. This promise was however not kept and it was not long before Crown purchase activity was resumed.

8. THE EAST COAST MAORI TRUST

8.1 HISTORICAL OVERVIEW

The history of the East Coast Maori Trust lands is a matter requiring careful investigation. The origins of the East Coast trust are in the New Zealand Settlement Company established in 1881 by Messrs Rees and Wi Pere. The founders included Henare Potae and Rapata Wahawaha. The Company's objective was to bring together Maori land holders and Pakeha investors, facilitating the development and settlement of Maori lands. Operating on the East Coast from East Cape to Mahia, the company acquired land from Maori and in return gave nominal cash payments and shares in the company. This

arrangement appealed to Maori in that as shareholders they believed they retained some control over
the disposition of their lands by sale or lease.

By 1882 the company had acquired 125,000 acres and had sold land near Tolaga Bay, and the bulk of
the Pouawa section near Kaiti. The company soon ran into trouble. Maori hopes of control over their
lands were not realised and the Ngati Porou Directors withdrew. The company became a speculative
operation and accusations of fraud in company dealings were made.\(^{86}\) Costs of litigation and surveys
mounted and mortgages were taken out from the Bank of New Zealand that the company could not
repay. In 1888 the company was wound up.

A deal was then made with the Bank of New Zealand whereby the bank agreed not to foreclose on the
land for three years. At that stage the company owed Maori £81,000 for the proceeds of sale of lands
(including Pouawa) which it had spent on its other expenses. As part of the deal this debt was written
off.\(^{87}\)

In 1891 the Bank foreclosed and purchased the land in a mortgagee's sale. The land was put up for
auction and 34,000 acres was sold including part of the Mangaheia Block at Uawa.\(^{88}\)

In 1892 another deal was made with the BNZ whereby Carroll and Wi Pere were given the opportunity
to redeem the lands which the Bank had not been able to sell at auction. 64,000 acres were transferred
to the Wi Pere - Carroll trust to farm and lease.

At this stage the situation went from bad to worse. Carroll and Wi Pere applied to the Validation Court
to validate earlier questionable transactions with the failed New Zealand Settlement Company, and to
bring those lands into the trust to help raise money to pay off the mortgage. The first of the extra
blocks to be brought in was Paremata at Tolaga bay in 1895. Part of this block was made subject to a
mortgage of £14,000.\(^{89}\) More lands were brought into the trust including the 34,000 acre Maungawaru
Block in 1896. Ngati Porou were only prevented from losing a great deal more when in 1897 Apirana
Ngata successfully opposed an application by Carrol-Wi Pere in respect of the Ngamoe block.\(^{90}\)
Subsequently, Wiremu Pokiha and 653 others of Ngati Porou petitioned Parliament protesting against
the activities of the settlement company and the trust.\(^{91}\)

No further Ngati Porou lands were brought into the trust, but those that were already included became
subject to increasing debt and in 1901 the BNZ took steps to foreclose. A sale was advertised in 1902
and was only stopped by the intervention of Parliament. Parliament created the East Coast Trust Board

\(^{86}\) For example, in 1884, allegations of fraud were made by Wi Te Ruke of Ngati Porou regarding the company's acquisition of Paremata at Tolaga Bay. These were not however upheld by the Supreme Court. Ward, op cit, pp 30-31.

\(^{87}\)Ibid, p 39

\(^{88}\)Ibid, p 49

\(^{89}\)Ibid, p 56

\(^{90}\)Native Affairs Committee, Report on petition of Wiremu Pokiha and 653 others, AJHR, 1897, I 3, p 10

\(^{91}\)Ibid
in which it vested the lands owned by the Carrol - Wi Pere trust.\textsuperscript{92} The Board was given powers to develop, lease and sell the land in order to pay off the debt to the BNZ. Between 1904 - 1906 the Board sold 49,000 acres including 7,112 acres of the Paremata Block. \textsuperscript{93}With the proceeds from these sales the Board was able to pay off the bank and settle various other outstanding debts.

The trust had completed its task, but lands were not returned to Maori at that stage as some blocks had contributed more than their fair share in the sales that had occurred. The Trust Board recommended to Parliament that the Trust be dissolved but that the remaining lands be administered by a new body accountable to Parliament, whose function would be to adjust the internal accounts between the blocks.\textsuperscript{94} Accordingly, the office of East Coast Commissioner was created under the Maori Land Claims Adjustment and Laws Amendment Act 1906 to administer the Trust lands. By the same Act, the lands were referred to the Validation Court which devised a scheme whereby the commissioner could reconcile the Trust's internal accounts.

The next significant development in the history of the Trust took place in 1907. The Maori Land Claims Adjustment and Laws Amendment Act of that year gave the commissioner power to borrow money on the land and to expend it for the general purposes of farming, logging, and making improvements to the estate. From this stage the Trust became more than a salvage operation. It grew into the single largest Maori authority on the East Coast, and took on the additional role of developing and putting its lands into a sound financial position prior to return to Maori. This was eventually achieved, but it took over forty years.

When the Trust was wound up in 1951 and lands returned to the owners, it had in some ways been remarkably successful. All debts had been cleared off the lands. The internal accounts had been reconciled, properties developed, and compensation awarded to the descendants of those owners that lost lands by sale after 1902. From a financial point of view the performance of a series of trust commissioners was arguably quite good.\textsuperscript{95}

On the other hand, further sales had taken place including the sale of Maungawaru which commenced in 1913.\textsuperscript{96} Also, concerns had been regularly expressed by Maori including: lack of control of their own lands, insufficient accounting and information to the owners, and the desire to have lands removed from the trust as early as possible.\textsuperscript{97}

\textsuperscript{92} East Coast Native Trust Lands Act 1902
\textsuperscript{93} Ward, op cit, p 101; Report of the East Coast Native Trust Lands Board, AJHR 1904, G-6, p 1
\textsuperscript{94} AJHR 1905, G-9, p 5
\textsuperscript{95} Ward, op cit, pp 192-193
\textsuperscript{96} Ibid, pp 119-120.
\textsuperscript{97} Ward, op cit, pp 107-108, 154-155
8.2 ISSUES CONCERNING THE EAST COAST MAORI TRUST

The East Coast Trust requires far more detailed research than that undertaken to date. Professor Alan Ward has written a thesis on the topic and there are numerous documents in the Appendices to the Journals of the House of Representatives, the Law Reports, and at National Archives relating to the Trust. From preliminary investigations one can highlight some of the matters which need to be researched. These are:

(1) The alleged purchases by the New Zealand Settlement Company of Ngati Porou lands. The 1894 Wi Te Ruke petition and the 1897 petition of Wi Pokiha and others claimed that alleged purchases by the company were for various reasons fraudulent and unlawful.

(2) Sale of Pouawa and other lands by the Company in 1882, and failure of the company to pay to the Maori owners their full share of the proceeds. This debt to the owners was subsequently written off in a deal between the company and the BNZ.

(3) Decisions of the Validation Court in the 1890's that Ngati Porou lands, allegedly purchased by the Company, were to be brought into the Carrol Wi Pere Trust as additional security for the Company's debts.

(4) Failure of the Crown to intervene in the affairs of the Carrol Wi Pere Trust in the 1890's, when Maori protest had resulted in the Native Affairs Committee of Parliament recommending state intervention. In 1891 Pakowhai Maori had petitioned parliament in protest against the mortgage and threatened sale of their lands. The Native Affairs Committee said in relation to that petition that it was:

\[\text{absolutely necessary that the government should step in and assist in relief.}\]

Nothing was done. Then, on investigation of the Ngati Porou petition of 1897 the committee considered there was:

\[\text{a state of affairs on the East Coast regarding the Native lands and the estate of which Messrs Carroll and Wi Pere are trustees that ought not to exist, and certainly ought not to be allowed to continue.}\]

The committee recommended a thorough inquiry and report to Parliament on how the company's debts could be settled. The Crown knew that interest on the debts was growing yearly, but did nothing to intervene until the eve of the mortgagee's sale in 1902.

98 AJHR 1891, 1-3, p 28
99 AJHR, 1897, I-3, p 1
(5) Statutory vesting of control over certain Ngati Porou lands, including power of sale, in the East Coast Trust Board in 1902 and the East Coast Commissioner in 1906. Subsequent sales of land by both the Board and the Commissioner. Eventual payment of compensation to the descendants of owners of lands sold.

(6) Statutory management of Ngati Porou lands by successive commissioners from 1906 to 1953, with limited opportunity for the owners to participate in the management and development of their own property.

9. LAND DEVELOPMENT INITIATIVES

9.1 OBJECTIVES OF LAND DEVELOPMENT

Crown policy in the nineteenth century revolved around acquisition of land from Maori by Crown or private persons, so that it could be developed by Pakeha free of the difficulties surrounding native title. There was little consideration given to the needs of the Maori owners. In 1931 Ngata wrote that:

Policy oscillated between the prohibition of alienation to any one but the Crown and the removal of restrictions against acquisition by private individuals. In each case it was assumed that the Native landowners had more than they could possibly use, and could shift for themselves without direction or supervision or financial assistance.

The extent of Pakeha hunger for Maori land in the 1890's and mid 1900's was such that it was politically untenable for Ngata or Carroll to vigorously oppose alienation. They tried instead to delay sales by encouraging the government to lease Maori land rather than purchase it outright, hoping that they could create a breathing space until a new generation could farm the land.

Contemporaneously, they hoped to advance to the greatest extent possible the development and settlement of Maori land by Maori. This was essential so as to create an income for the owners. Moreover, Ngata perceived that Maori had to develop their lands simply in order to hold onto them. In 1940 he wrote that land development was central to the policies of the Young Maori Party which took the view that:

Only those lands which the Maoris themselves will usefully occupy, will remain or be allowed to remain to them.

100 A T Ngata, Native Land Development, 1931, AJHR, G-10, p ii
101 Carroll was a member of Parliament, later Native Minister from December 1899 to March 1912.
102 G V Butterworth, The politics of adaptation, op cit, pp 119-122
103 A T Ngata, The Maori People today, 1940, p 138
9.2 OBSTACLES TO LAND DEVELOPMENT

There were however a number of obstacles to Maori land development. In the first instance, Maori had to expend considerable energy and resources in the Native Land court simply to prove that they owned their land. Having acquired title, they were then encumbered by lack of finance and lack of training in farming methods. The most fundamental difficulty however was the nature of the title imposed on Maori land by the Native Land Court. There was no provision for corporate ownership or control by the tribe. Fragmentation of title led to individual shares becoming so small as to be uneconomic, while the presence of a multitude of owners was a disincentive to individual enterprise.

Ngata wrote that:

...on the East Coast, in the Waiapu district...the lands most suitable for Maori farming were held under the most congested titles. They were in fact lands surrounding the native villages and by tribal policy reserved from sale or lease. Partition was not desirable, nor practicable except at a prohibitive cost in litigation and survey charges. Existing charges on the lands and local body pressure for rates compelled that the lands be made to produce. Indiscriminate attempts to utilise land commercially led to serious quarrels. Neither the state of the title nor the commercial reputation of the Maori made native-owned land an inviting security for lenders of money. In addition, the native land laws were as restrictive in the matter of mortgages as of sales of native land to private individuals or institutions.

While Ngati Porou laboured under the burdens imposed by Native land legislation, the Crown was doing its best to assist European settlers. The Stout Ngata commission observed in 1907 that:

The land settlement policy of the colony is framed in such a manner that the Waste Lands Boards undertake all the preliminary work of putting the titles to selections in order, of surveying them as far as possible with a view of practicable fencing boundaries, road access, and homestead sites. The selector concerns himself only with financial arrangements to effect the necessary improvements. Here again the State comes to his assistance and lends him money on easy terms. He claims such facilities and assistance as a matter of right, because he is a valuable asset to the state. Under the Land for Settlements Acts we sometimes spend as much as £13,000 for the settlement of one settler, and we suppose that the average cost of settling

104 Refer generally to reports of the Rees and Stout Ngata commissions for explanation of obstacles to efficient use of Maori land by Maori.
105 A T Ngata, The Maori People Today, 1940, p 139
one settler on land under these Acts is not much less than £1,500.

9.21 REFORM OF NATIVE LAND LAW

By the 1890's the difficulties surrounding native title were felt not only by Maori but also by Pakeha. The expensive and drawn out proceedings of the Native Land Court, the morass of legislation, and the uncertainty of title granted by the court became a legal minefield for the prospective Pakeha purchaser. The Crown came under pressure from both Maori and pakeha for reform.

Consequently, the Rees commission in 1891 and the Stout Ngata commission in 1907 were appointed to investigate the problems of Native Land Law and Native land settlement. Carroll, a member of the Rees Commission, recommended that a priority in reform must be the enabling of Maori to themselves become more efficient settlers. The Stout Ngata commission adopted a similar theme.

To our minds, what is now the paramount consideration—what should be placed before all others when the relative values of the many elements that enter into the Native land problem are weighed—is the encouragement and training of the Maoris to become industrious settlers. The statute book may be searched in vain for any scheme deliberately aimed in this direction.

The commission considered that the Crown had a duty to assist Maori.

The Dominion, in our opinion, has a duty to the Maoris. Let the Maoris have time to learn farming according to European methods, and let agricultural instructors and guides be appointed to train them. If the Maoris fail when proper means are taken to teach them, and when their titles are complete, it will be time enough to cavil at their unused lands.

The commission considered that the difficulties faced by Maori meant that they were unable to contribute equally to local and national taxation, and for that reason were considered unworthy of holding any land other than that essential for their "use and occupation." What was needed was the removal of the obstacles to Maori land development.

The efforts of Carroll and Ngata led to the introduction of certain devices to deal with the difficulties of multiple individual ownership. They were incorporation, consolidation, and vesting in statutory bodies to administer as farms. Each approach had its advantages and disadvantages.

106 Stout Ngata Commission, AJHR, 1907, G 1-C, p 15
107 Stout Ngata Commission, AJHR, 1908, G-IF, p 4
108 ibid
9.3 INCORPORATION

Incorporation was introduced in legislation between 1894 and 1909.\textsuperscript{109} In essence, it provided that the owners of an area or contiguous areas could with the consent of the majority of shareholders in value become incorporated. A body corporate was established, which operated through a committee of management that had power to raise loans on the security of the land and to manage farming operations.

Ngata stated that incorporation was\textsuperscript{110}:

\begin{quote}
...in effect an adaptation of the tribal system, the hierarchy of chiefs being represented by the Committee of Management. As with the tribe or hierarchy, so with the Committee, its executive functions gravitate into the hands of some one capable of satisfying the diverse elements in the community, while complying with the business requirements of the undertaking.
\end{quote}

Ngata used incorporation of owners to spearhead land development on the East Coast. He personally supervised the process, ensuring competent managers were appointed and arranging finance from Pakeha individuals or families. He promoted technical efficiency through the use of new technology in power shearing, construction of communal wool stores and fencing.\textsuperscript{111}

At the turn of the century many young people returning from Hukarere and Te Aute were settled on land as nominated occupiers. Through sheer hard work they saw to the clearing, grassing and fencing of some 22,000 acres within eight years.

Partly in response to high prices and interest rates charged by Pakeha storekeepers the Waiapu Farming Cooperative was established as a cooperative tribal enterprise. The company negotiated with the Bank of New South Wales, a branch of which was opened at Tokomaru Bay, and was able to provide finance, farming resources, and improved business administration.

While Ngati Porou was able to make good use of incorporation through its own initiatives, there is evidence that the Crown had introduced incorporation on another agenda. The 1980 Royal Commission of Inquiry into the Maori Land Court noted the assertion of Norman Smith that the original purpose of incorporation\textsuperscript{112}:

\begin{quote}
...was not to provide for the best and most economic use by the Maori owners of their lands, but to facilitate the alienation of Maori lands for the purposes of colonisation and settlement, by
\end{quote}

\begin{flushleft}
\textsuperscript{109} Native Land Court Act 1894; Native Land Act 1909; A T Ngata, \textit{The Maori People today}, 1940, p 140

\textsuperscript{110} Ibid

\textsuperscript{111} Refer generally to Butterworth, \textit{The politics of adaptation}, chapter II.

\end{flushleft}
introducing a mode of alienation by numerous bodies of owners.

As incorporation was and still is used most widely on the East Coast\(^{113}\), it is important that research be conducted so as to determine to what extent the system facilitated the alienation of Ngati Porou land.

9.4 CONSOLIDATION

Consolidation involved the gathering into one or as few areas as possible the scattered interests of individuals or their families. Previously diverse interests in land could thereby be made into economic sized holdings. Individuals or families would then be able to make decisions on what to do with their land free from interference from any other.

The basis for awarding shares was that individuals would receive an award commensurate with the value of their interests within the consolidation scheme area, after assessing debts such as title fees and survey charges. The new holdings were designed to cater to the requirements of roading, fencing boundaries and water supply. \(^{114}\)

Consolidation was widely used on the East Coast. The first consolidation project in the country was that instituted in the Waipiro blocks in 1911, under Ngata's supervision. The system of exchange and compensation for interest in land was rather laborious and completion was not until 1917. Ngata learnt from this experiment and quickly established the Waipare and Akuaku consolidation schemes by 1922. The Waiapu Matakaoa consolidation scheme was effective by 1931.

There are a number of issues that need to be considered in relation to consolidation.

1. Consolidation was essentially an individualistic response to the problems of multiple ownership. By vesting land in small groups of individuals, the interests that other members of the hapu may have had in the land were effectively extinguished. This could have severe consequences. Butterworth described consolidation as\(^{115}\):

   a major social revolution by which whanau would have to give up interests in some land with ancestral significance to gain an economic farm. Some would have to relocate to farm their block and might have to leave the village community to work as a separate, even isolated, farmer.

In discussions with the writers one of the Ngati Porou claimants, George Evans, has described the

\(^{113}\) The Maori Land Courts Report of the Royal Commission of inquiry, 1980, p 26
\(^{114}\) A T Ngata, Native Land Development, op cit, p ii
\(^{115}\) G V Butterworth, Maori Affairs, p 73
difficulties faced by families on the East Coast which were uprooted from their ancestral lands and required to relocate to other areas.\textsuperscript{116}

(2) To the extent that consolidation did provide a solution to fragmentation of ownership, it was only temporary as individual shares would eventually be refragmented through succession in the Maori Land Court.

(3) The Crown and private purchasers benefited by the consolidation of shares acquired through individual dealings.\textsuperscript{117}

In the late 1910's early 1920's the Crown acquired interests in numerous blocks through the tried and proven method of individual dealing. This dubious practice had led directly to the Ngati Porou protest in the 1890's discussed previously. Examples where the Crown acquired significant interests through the revival of this practice include the Waipiro, Whareponga, Poroporo, Matarau, and Kaupeka a Haumia blocks.\textsuperscript{118} Consolidation allowed the crown to exchange its interests in these and other blocks for clear title to areas of land awarded to it under the scheme.\textsuperscript{119}

It appears that some Crown awards were later transferred to the original owners\textsuperscript{120}, but others were not. The extent to which consolidation enabled the crown to profit from individual dealings in Ngati Porou lands requires further investigation.

\section*{9.5 VESTING OF LAND IN STATUTORY BODIES TO ADMINISTER AS FARMS}

Another solution to the difficulties of multiple individual ownership was the vesting of lands in statutory bodies to administer on behalf of the owners.

The Native Lands Administration Act 1886 provided that Maori could transfer land to the Crown which would arrange the lease or sale of the land as an agent for the owners. No Maori chose to utilise the Act. According to the Stout Ngata commission this was because the Act would have deprived them of authority and management of their own lands.\textsuperscript{121}

The Maori Lands Administration Act of 1900 established councils in which land could be vested for purposes of administration. The Act enabled the councils to lease manage and improve the lands and to raise money on them. The 1900 Act largely failed to achieve its purpose for the same reasons as the

\textsuperscript{116} Interview with George Evans, 16 June 1993
\textsuperscript{117} A T Ngata, \textit{Native Land Development}, op cit, p ii
\textsuperscript{118} Refer Crown purchase deeds, Waipiro and Kaupeka a Haumia, HWB 782; Whareponga and Matarau, HWB 775; Poroporo, HWB 774
\textsuperscript{119} See for example Crown awards of Whareponga A6 and Whareponga A7 under the Tuparoa consolidation scheme, 1931, Waiapu M B 93 A, p 145.
\textsuperscript{120} For example Whareponga A6, 1954, Waiapu M B, 123 pp 385-386
\textsuperscript{121} Stout Ngata Commission, 1907, AJHR, G-1c, p 4
At this stage Carroll negotiated an important concession on behalf of some tribes, including Ngati Porou, who wanted to retain their lands. Tairawhiti gained an exemption from land purchase by giving the Native Minister power to compulsorily vest in Maori Land Boards lands not required for their occupation. By 1908 some 25,000 acres within the Waiapu County had been vested in the Tairawhiti Maori Land Board.

According to Ngata a major concern regarding the administration of lands by the Boards, as with the East Coast Trust and later the Native Trustee was that:

In none of these was the settlement of the Maori upon the land a feature of the schemes, and they were not supported by the goodwill of the communities interested.

The Boards were eventually abolished in 1952 with the bulk of their functions being assumed by the Maori Trustee.

9.6 STATE FUNDED DEVELOPMENT SCHEMES

Prior to the 1920's the Crown had not provided any financial assistance to individual Maori farmers or incorporated owners of Maori lands. It had however expended considerable funds in assisting Pakeha settlement. It took many years of persistent representation by Ngata and others to get some concessions in favour of Maori.

Between 1920 and 1926 the Native Trust Office and the Maori Land Boards were authorised to lend money to Maori farmers. The money which they were allowed to lend was Maori money, being held by them on various trusts. Funding from the Native Trust Office was particularly important to Ngati Porou in that it provided for the establishment by the Ngati Porou Cooperative Dairy Company of its own dairy factory.

Upon victory of the United party in 1928 Ngata was appointed as Native Minister. The following year he introduced legislation whereby the state finally assumed responsibility for funding Maori land.

122 Ibid, p 6
123 The Maori Land Settlement Act 1905
124 Butterworth, Maori Affairs, p 63
125 Stout Ngata Commission, 1908, AJHR, G-i, p 13
126 A T Ngata, Native Land Development, op cit, p ii
127 A T Ngata, The Maori People Today pp 143 - 144
128 Ibid
129 G V Butterworth, Maori Affairs, p 70
Development under government direction and supervision. Development schemes were instituted initially under the authority of the Native Minister, and later the Board of Maori Affairs. The principle legislation under which the Board operated was Part I of the Maori Land Amendment Act 1936. The development schemes established under this Act were later reconstituted under Part XXIV of the Maori Affairs Act 1953.

The purpose of the schemes was in essence to develop lands so that they would be fit for settlement by Maori. Section 327(1) of the 1953 Act said the purpose was to "...promote the occupation of Maori freehold land by Maori and the use of such lands by Maoris for farming purposes." The Board was given powers to declare land as subject to the legislation and then to improve and farm the land with state funds. The Board could also assist in supervising and managing the development of farming of the land by its owners or occupiers.

The history of the various blocks incorporated within development schemes has yet to be investigated. Issues which would need to be considered in such an investigation include:

(1) The timing of the development programmes. Such assistance as was provided had been pleaded for by Carroll 38 years previously. Why had it taken the Crown so long to respond? What was the effect of not providing state assistance prior to 1929?

(2) Did state authorities make sufficient provision for Ngati Porou participation in the management of their lands while they were under the development schemes?

It was an essential ingredient to the schemes' success that Maori develop the necessary expertise so as to be able to successfully take over farming operations when the land was returned to the owners. In 1940 Ngata noted that one of the concerns of iwi was that the Board of Maori Affairs was "...not affording sufficient opportunity to Maori talent in responsible positions [within the schemes]." Similar concerns have been expressed to the writers in regard to Part XXIV development schemes.

(3) Another issue concerns debts accrued upon the lands.

The advances which were made by the State were secured as a charge upon the land and mortgages were thus created. When the Part XXIV development scheme blocks were transferred back to the owners there were in cases such as Hereumu Station considerable debts. Such debts were often paid off by a loan under section 460 of the Maori Affairs Act 1953. The "460 loans," as they are commonly 

130 Ibid, p 144; Native Land Amendment and Native Land Claims Adjustment Act 1929
131 Section 330 Maori Affairs Act 1953
132 Ibid p 144
133 A T Ngata, The Maori People Today, p 151
134 Meeting with members of Te Runanga O Ngati Porou, 29 June 1993.
known, were secured by mortgage on the land. These loans were also made available to assist development of land which had not been included within Part XXIV schemes.

It is possible, subject to further research, that debt was or is a significant factor in adversely affecting the ability of owners to properly develop their lands. In particular; the level of debt; the rate of interest; the ability to repay; and in the case of Part XXIV schemes the management and the state of business of the farms when the blocks were transferred back to the owners.

Concerns expressed at meetings with claimants suggest a review of Part XXIV development scheme blocks and 460 loan cases is required. It is understood that the relevant Crown information is held at Te Punu Kokiri in Wellington and possibly Gisborne.

9.7 COMPULSORY ACQUISITION OF UNECONOMIC SHARES

One of the problems resulting from multiple individual ownership is the fragmentation of title. Titles become congested with large numbers of owners creating administrative problems and barriers to effective economic utilisation. A solution to this problem which has been tried is the acquisition of uneconomic shares by the Maori Trustee.

Compulsory acquisition of uneconomic shares was introduced under the Maori Affairs Act 1953. "Uneconomic interests" was defined in section 137(3) of the Act to mean a beneficial freehold interest which in the opinion of the Maori Land Court had a value of less than £25. The Court was, except in special circumstances, prohibited from vesting such shares in a beneficiary, but had to offer them for sale to the Maori Trustee.

The Act also provided for acquisition of uneconomic interests by the Maori Trustee, on recommendation of the Court, upon partition (section 181); consolidation of land (section 200); amalgamation of title (section 435) and consolidation of orders of title (section 445). The Maori Affairs Amendment Act 1967 enabled the Maori Trustee to acquire such interests without the recommendation of the Court.

The compulsory acquisition of uneconomic shares is of considerable concern to Ngati Porou. For some the concern is not so much the monetary value of the shares, but what they represent. In a modern context the shares, no matter how insignificant, represent some tangible recognition of one's turangawaewae. The cultural significance of maintaining an interest in one's ancestral lands is a matter which goes far beyond economic considerations.

135 Concerns have been expressed verbally with regard to the general questions raised concerning debt at meeting with TRONP of 29 June 1993.
136 Section 124 Maori Affairs Amendment Act 1967
The extent to which Ngati Porou have been deprived of lands by reason of the compulsory taking of uneconomic interests will require further investigation.

10. PUBLIC WORKS

A number of issues arise in relation to public works, the first being that Public Works legislation provided for the compulsory acquisition of Maori land. There were opportunities for objection, but a comparison of the Public Works legislation with regard to Maori and Pakeha suggested the provisions made were more favourable to the latter. Under the Public Works Act 1928, a survey had to be conducted of land that was to be appropriated, a list of all the owners and occupiers of those blocks collated, and both documents delivered to the owners in order that they could have the opportunity to lodge an objection. However this safeguard did not apply to Native land that was not registered under the Land Transfer Act 1915.137

Furthermore, section 22(4) of the Public Works Act 1928 provided that notice of appropriation of unregistered Native land had to be published in the Kahiti, but:

no proceedings for the taking of land shall be invalidated by any failure to conform to the requirements of this subsection.

In order to determine what lands have been taken for public works a search was made of the proclamations register at DOSLI, Wellington. The register covers the period from 1889 to 1951 and in that period the Crown took just under 500 acres of land in the Ngati Porou area. Lands taken after 1951 have yet to be researched and will be more difficult to locate as a central register was not maintained after that date.

A significant issue that arises with respect to lands taken, is the purpose for which they were acquired. The Act provided that land could be taken for any "public work," which was defined as, among other things, "any building or structure required for any public purpose or use, including lands that may be necessary for the use, convenience, or enjoyment of the same."138 In the Mangahauini Block approximately 330 acres were taken by proclamation in August 1940 for road and the use, convenience, and enjoyment of road. Of this area, only some four and a half acres were in fact taken for road, leaving 326 acres for the "use convenience and enjoyment."139

A related issue concerns lands no longer used for the purposes for which they were originally taken.

137 Section 22(3) Public Works Act 1928
138 Section 2 (e) Public Works Act 1928
139 N.Z. Gazette, vol.2, August 8 1940, p 1851
Whangaokena Island (East Cape Island) was appropriated for a public work in 1897, namely a lighthouse, but in 1922 the lighthouse was removed to the mainland at Otiki, East Cape. Under the 1928 Act when Maori land was no longer required for a "public work" it could be sold, but had to be offered back to the original owners. Whangaokena was not offered back. It was retained by the Crown and in 1980 was transferred to the Department of Internal Affairs as a wildlife reserve.

11. CONCLUSION

From this report it can be seen that Ngati Porou managed to retain nearly all of its lands in the first thirty years after the Treaty. The tribe was protected by isolation, the refusal of the chiefs to sell their lands, and assistance given to the Crown in the New Zealand wars. The major issues in the nineteenth century arise with the operations of the Native Land Court and land purchase agents in the period from 1873 to the turn of the century. It was in this time that the bulk of land alienation within the Ngati Porou rohe took place.

The East Coast Trust was established as a salvage operation for the failed dealings of the New Zealand Settlement Company and the Carrol Wi Pere Trust in the 1890's. The history of the company and the trust requires careful analysis. Subsequently, in the twentieth century, important issues arise with regard to development initiatives, uneconomic shares and lands taken for public works.

As noted at the outset this report does not purport to cover all Treaty issues of significance to Ngati Porou. There are other important matters that, with further resources, can and need to be researched. These include; the Waipau river; lands gifted to the Church, such as Ahirau block in Matakaoa; geothermal resources at Te Puia; and the question of resource management.

It is however the writers' view that there is a case to be answered in respect to the issues which have been raised, and that with further research a claim may well be established that Ngati Porou has been prejudiced by actions of the Crown in breach of the Treaty of Waitangi.

140 Submission of co-claimant Mr L. Tukaki-Millanta(Wai 298) currently awaiting negotiation.
APPENDIX

POROURANGI AND NGATI POROU

NA APIRANA MAHUIKA
1. Introduction

At the inaugural Ngata Lectures held at Ruatoria in August 1983, I attempted to deal with the issue as to why Porourangi is the ancestor from whom we take the tribal name Ngati Porou. This issue was again addressed in the Hikurangi Maunga hearing before the Tairawhiti Maori Land Court in March 1991. This paper addresses the issue further.

In 1895, W.E. Gudgeon, a Judge of the Maori Land Court made some reference to the query, as to why Porourangi, when he said: "The name of Ngati Porou does not by any means convey a correct idea of the assemblage of tribes now known under that designation. Porourangi was indeed one of the progenitors of the tribe; but was not the only one, nor, indeed the chief one". He goes on to say that other ancestors such as "Whiro-nui, Tahu, Paoa, Kahungunu, Ira, Uepohatu" and others had equal claims as eponymous ancestors.

Gudgeon's claims as to the equal right of ancestors is however disputed, especially with regard to:
- Kahungunu, whose descent is from Porourangi
- Tahu, who is Porourangi's younger brother
- Ira, who is of the period of Porourangi's mokopuna, Taua Mahaki and Hauiti, and
- Others, who were from a line of whakapapa different from Porourangi, which later, by intermarriage, merged with his stock.

Whatever way one views Gudgeon's statements, Porourangi inherits mana from his ancestors, which in turn passed on to his descendants, such as Kahungunu and others. This alone would justify his choice as the eponymous ancestor of Ngati Porou.

2. Porou Ariki Te Matatara A Whare Te Tuhi Mareikura A Rauru

This is Porourangi's full name.

Ngata refers to the name as designating his titles when he said of Porourangi's birth as taking "place in the early morning, the dawn breaking blood red" and which is "commemorated in one of his titles, Te Tuhi Mareikura O Rauru, a full blooded man".

Ngata goes on to say that "his other title was Te Ariki Matatara a Whare a name which is found in Rarotonga as that of a high priest under Makea, so (that) our ancestor comes down to us with his full titles ... the first born of a tapu line".
The significance of Ngata's statements are enhanced by references to the various titles of Porourangi's full name.

2.1 Ariki

Williams defines Ariki as "first born male or female in a family of rohe". Ariki in Polynesia, designates a person of the highest status in society. This status was ascribed by genealogy, through the first born child of every generation.

Without doubt Porourangi can claim Ariki status whereas, Kahungunu (referred to by Gudgeon) cannot on the grounds that he was taina or younger to his sister Iranui who married Hingangaroa, to have Taua, Mahaki and Hauiti.

2.2 Matatara

Williams defines Matatara as "flax divided into narrow strips for weaving".

Through Porourangi, the senior lines of Polynesia and Aotearoa are thus interwoven. This assists to explain Ngata's reference to Porourangi as a direct descendant of a high priest under Makea, whose history is found in Rarotonga.

2.3 Tuhi

Tuhi is defined by Williams as "with painting ., glow ., gleam ., shine". The description adds to Ngata's references of Porourangi's birth when he said that on his birth, the sky was "blood red". This presumes that the sky was afire, glowing and gleaming, as though coloured with red ochre or paint.

Further, the dawning of a new day, is seen as the beginning of a new life and the display of chiefly symbols in the sky.

2.4 Mareikura

While the term refers to one of noble birth, its application is to a female. One may ponder the use of this in respect of Porourangi. A consideration of whakapapa on his matrilineal side will show his seniority being equal to his patrilineal descent.

On the other hand, Mareikura means the use of red ochre to ornament the forehead and face, thereby expressing status. Further, tuhi mareikura refers to a loved and dear one, hence a term of endearment.
2.5 Rauru

Ngata states that "Toikairakau is the foundation ancestor of our people, and that his son Rauru, figures prominently in our generalogical tables".

Rauru is not only a prominent ancestor in Ngati Porou but also with other tribes, notable among which are Mataatua and the Kai Iwi people of the Wanganui area.

Porourangi was indeed a man of "sacred person, just as his great grandfather Pouheni was before him". His name alone gives the justification as to why he was selected, amongst all others, as the eponymous ancestor for the tribe, Ngati Porou.

3. Nga Whakapapa

Ngata refers to Porourangi and Tahupotiki as follows: "Porourangi, the eponymous ancestor of Ngati Porou, and his brother Tahupotiki inherited Toikairakau, Uenuku, Kahutiauterangi, Paika and Ruatapu blood, some of the best blood of Polynesia".

While Ngata makes no mention of Maui, oral tradition says otherwise.

3.1 Maui

Evidence to support a Maui origin is contained in waiata, and, the stories associated with Hikurangi Maunga. Oral tradition maintains that Maui's canoe, Nukutaimemeha, rests on Hikurangi Maunga, in petrified form.

Buck records that "Judge J.A. Wilson was the first writer to draw attention to traditional evidence regarding the peopling of New Zealand before ..migrants from Hawaiiki". Wilson thus referred to Hikurangi as the resting place of Maui's canoe in petrified form. To distinguish these people from those who came from Hawaiiki, he referred to them as the Maui nation.

Buck accepts that there were people here before the Hawaiikians, though not in the manner discussed by Wilson. Instead he offered a "more feasible tradition concerning the advent of the first settlers of the land (tangata whenua)".

Whatever the academics views may be, Ngati Porou do claim to be the descendants of Maui. To this end, several genealogies from Maui are often recited, such as:
Porourangi accordingly claims direct descent from Maui, as also his wife Hamoterangi.

3.2 Toikairakau

Ngata referred to Toikairakau as the founding ancestor of our tribe.
Porourangi is thus a direct descendant of Toi.

3.3 Hawaiiki Connection

Here too, Porourangi’s whakapapa traces back to Hawaiiki through the ancestor Paikea. From Paikea’s Hawaiikian wife the whakapapa is:

Païkea = Hauwhakarawarawa

Rongomaituaho

Rakaitekawa

Rakaitapu

Te Aowhakamaru
3.4 Huturangi - Paikea

From this union Huturangi also has direct descent though the generational discrepancies between the following whakapapa and the preceding one, cannot be explained by our scholars. Ngata made a passing remark that omissions of names would have been the result of not mentioning certain ancestors in order to focus clearly on the main character. Irrespective of the reasons for the discrepancies, the following traditional recital is recorded:

\[
\text{Huturangi} = \text{Paikea} \\
\text{Pouheni} \\
\text{Tarawhakatu} \\
\text{Nanaia} \\
\text{Porourangi}
\]

3.5 Whironui

Porourangi is also descended from Whironui and Te Araiara who had Huturangi, who married Paikea. Both lived in Hawaiiki though Whironui was to migrate to Aotearoa on the canoe Nukutere.

\[
\text{Whironui} \equiv \text{Araiara} \\
\text{Huturangi} \equiv \text{Paikea} \\
\text{Uenuku} \\
\text{Ruatapu}
\]
4. Ngati Porou tribal make up

Ngati Porou is thus made up of various blood stock:
- Maui links
- Toikairakau links
- Hawaiiki links.

All the above converge genealogically on Porourangi. Through intermarriages, ties with other tribes are clearly established as for instance with:

4.1 Whanau - A - Apanui

There are also innumerable connections, through Hinemahuru, Tumoanakotore and others.

4.2 Te Aitanga - A - Mahaki and Ngati Kahungunu

Through Ueroa, Porourangi's second son, there are ties with Te Aitanga A Mahaki and Ngati Kahungunu.
4.3 Raukawa and Tainui

Through Rongomaianiwaniwa, Porourangi's daughter, there are ties with Raukawa, and, Tainui.

5. Conclusion

Because Porourangi is the embodiment of senior whakapapa in Hawaiiki and Aotearoa, and through his issue genealogical ties are established with other Iwi, it is only fitting that such an ancestor should be the only one after whom the tribe Ngati Porou takes its name.

A.T. Mahuika
1 Gudgeon W. E, J.P.S., Vol 4 1895: 17 - 18
3 Rauru Lectures 1944. Lecture 2 : 6
4 IBID 1944 Lecture 2 : 6
5 Williams 1971 : 15
6 Williams 1971 :191
7 Williams 1971 :448
8 Rauru Lectures. Introductory Address 1944 : 2
9 IBID Lecture 2. 1944 : 6
10 Rauru Lectures. Lecture 2 ; 1944 : 5
11 Buck 1977 : p g ff
12 Rauru Lectures. Lecture 2 ; 1944 : 6