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**Kai Tahu Land Sales
to Captain Langlois and
the Nanto-Bordelaise Company
on Banks Peninsula**

Peter Tremewan

May 1989

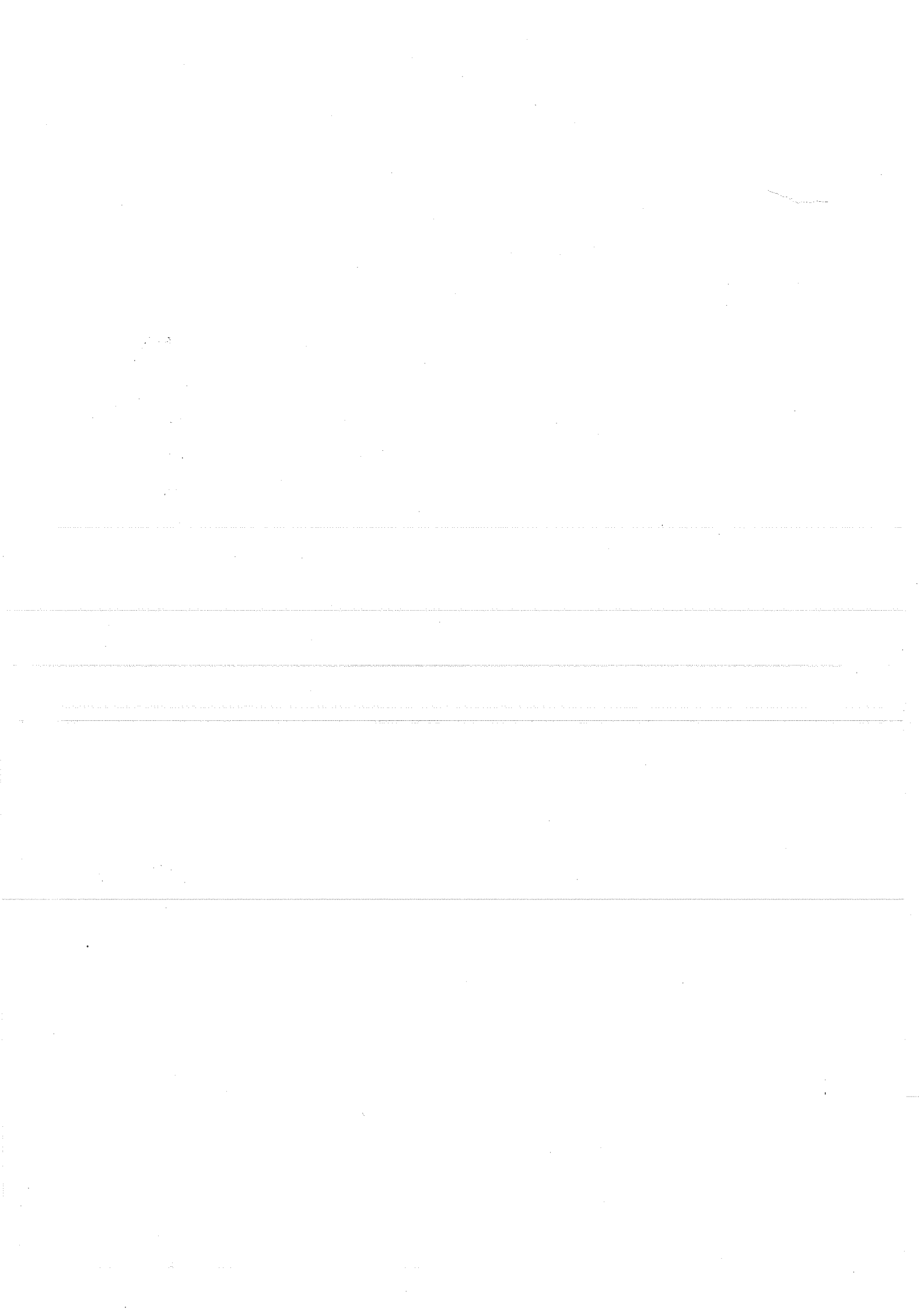


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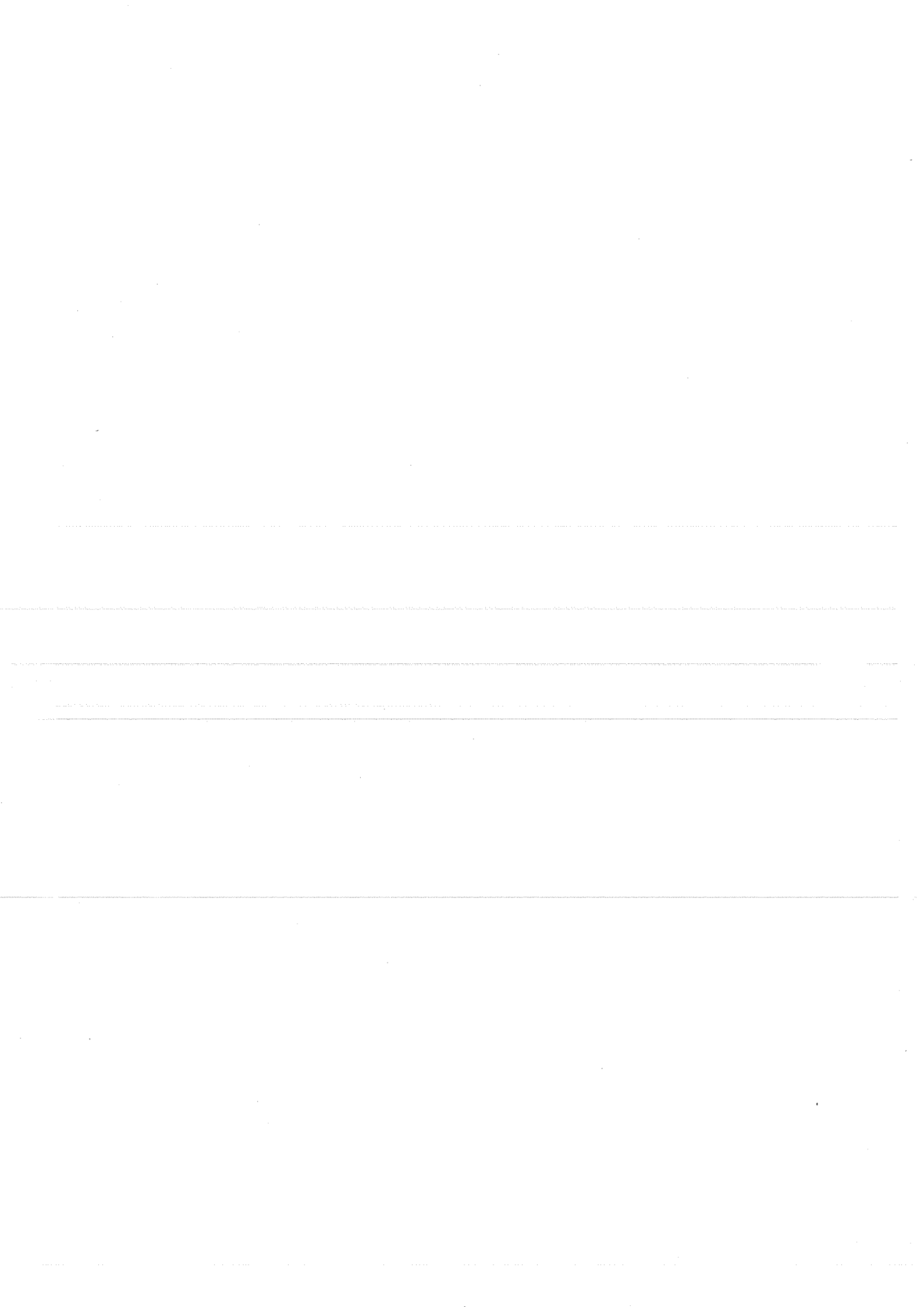
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LANGLOIS'S 1838 "LAND PURCHASE"

After looking at the circumstances of Langlois's "purchase" of Banks Peninsula on 2 August 1838, I shall examine contemporary European and Maori interpretations of what took place.

THE CIRCUMSTANCES

In the late 1830s and early 1840s, the South Pacific was the world's main whaling grounds. At this time, nearly all of the sixty or so French whaling ships were spending some time in New Zealand waters in the course of expeditions lasting on average about two years. A French man-of-war was stationed in the area to maintain discipline on board the French whaling ships and to provide them with logistic support.

The whaling ship Cachalot, Captain Jean François Langlois,¹ left the French port of Le Havre on 17 July 1837. Sailing round the Cape of Good Hope, the Cachalot called at Hobart Town and then at Port Cooper, Banks Peninsula. From 13 May to 16 August 1838, Langlois was whaling out of Port Cooper.²

While he was in Port Cooper, Langlois had considerable contact with Captain Cécille of the French man-of-war, the Héroïne. The Héroïne arrived in Port Cooper from Akaroa on 10 July 1838 and left again for the Bay of Islands on 4 August. Cécille supplied Langlois with harpoons, lances and lines on 14 July 1838. On another occasion, boats from the Héroïne towed two whales back to the Cachalot when bad weather would otherwise have forced the whalers to abandon their catch. In Langlois's eyes, Cécille was "a father to us all, a protector and the best adviser we could have". Langlois seems to have sought Cécille's advice before deciding to purchase land from Port Cooper Maori. And Cécille seems to have given his backing to the idea both on this occasion and later, when both men had returned to France, although he makes no reference to Langlois's transaction in his official despatches and reports.³

Other whaling ships in Port Cooper on or about 2 August 1838 included the American whalers, Rajah, Captain Nickerson, Shylock, Captain Taber, and Bowditch, Captain Ramsdell, and the French whalers Angéline, Captain Mauger, Asia, Captain T. Jay, and Souvenir, Captain Hiriart. Langlois could, therefore, have obtained independent European witnesses to his deed of purchase, if he had chosen to do so.⁴

¹Langlois was born in La Luzerne (Manche) on 26 June 1808. At the age of 29, he was assuming his third command of a whaling ship (Service Historique de la Marine, Cherbourg, 4 P 6/81, 84 and 86).

²Langlois's report on the Cachalot's expedition (Archives Nationales, Paris: Marine CC5 595); the crew list of the Cachalot (Archives Départementales de la Seine Maritime, Rouen: 6 P 6/94). Some of the crew, including Aimable Langlois, Désiré Heaulmé and Georges Fleuret, returned to Akaroa in 1840. Port Cooper's Maori name is Whakaraupo. It is now generally known as Lyttelton Harbour.

³Cécille to the French Minister of the Navy, 18 July and 1 Sept. 1838; receipt dated 14 July 1838 (Archives Nationales, Paris: Marine BB4 1011); Journal du Havre, 31 May 1839; Mémoire de Langlois et de Fieux, 28 Oct. 1843 (Archives de La Grave: 371/B). Cécille's despatches of 4 May and 20 Sept. 1838 reveal his enthusiasm for French annexation of southern New Zealand. However, the 4 May despatch also shows that Cécille knew that Captain G.T. Clayton had already bought Banks Peninsula. Jean-Baptiste Cécille (1787-1873) was later a Vice-Admiral (1847), French Ambassador in London (1849), and a long-serving senator (1852-1870) under Napoleon III.

⁴French whaling captains' reports (Archives Nationales, Paris: Marine CC5 595); Cécille to the French Minister of the Navy, 18 July and 1 Sept. 1838 (Archives Nationales, Paris: Marine BB4 1011); Bowditch log (WTu: Pacific Manuscripts Bureau, microfilm 216); McNab, Old Whaling Days, p.305. The French whaler, Dunkerquoise, Captain Le Cozannet, and the Sydney whaler,

There were probably well under two hundred Maori on Banks Peninsula at this time. After Te Rauparaha's attacks on Kai Tahu in the early 1830s, many Kai Tahu moved further south, and the considerable number who had been captured were nearly all still slaves among Ngati Toa and their allies in the North Island in 1838. According to Canon Stack, the peninsula was all but deserted until the conversion of Ngati Toa to Christianity led to the release of their Kai Tahu captives. It was only then that 'Port Levy, Akaroa, Gough's Bay, and Wairewa could again count their inhabitants by scores, if not even by hundreds, while several small hamlets were formed in other places round the coast'.¹ But this large-scale return did not begin until late 1839 or, more likely, early 1840. The Anglican missionary, Octavius Hadfield, began his mission on the Kapiti coast in November 1839,² and it was to Hadfield's work that Stack attributed the release of the captives.

Precise references to the Maori population of Banks Peninsula in the late 1830s are rare and do not necessarily take into account seasonal population movements. An American whaling captain, Daniel McKenzie, who called in to Akaroa in April-May 1839, noted that 'at present there are not more than 30 or 40 natives residing here [...] the great and powerful part of the tribe also at Port Cooper are dwindled away in the same manner as also another settlement in Peraqui'. After Te Rauparaha's attacks, 'the strength of the survivors have taken up their quarters at Otago under a noble and heroic chief named Tiroak or Bloody Jack'.³ There were, then, some three dozen Maori at Akaroa at this time, a small but uncertain number at Port Cooper, and some Maori were working for Hempelman at Peraki.

During the bay whaling season (May-August), a number of Kai Tahu lived in Port Cooper to take advantage of the commercial opportunities offered by the presence of European whalers. Whaling ships also frequented Akaroa and Peraki at this time, but there is no indication that Langlois went there. In general, French whaling ships seem to have kept either to the southern or the northern bays of the peninsula for the whole season.

There was not a long history of land sales to Europeans among Kai Tahu in 1838. Unlike the more varied nature of North Island Maori land sales, Kai Tahu experience was limited to about a decade of receiving payment from whalers who used their land. Banks Peninsula land sales did not really get under way until 1836 or even 1837.⁴ There were no missionaries or resident traders. On Banks Peninsula there was only one shore whaling station in 1838, that of Hempelman at Peraki, which was within the hapu territory of Kati Ruahikihiki and Kati Irakehu. Thirty Europeans were on his books at some time during the period 1836-1838.⁵ None of them was French. James Robinson Clough was operating as a tonguer at Onuku from about 1837, where he was

Governor Bourke, were operating out of Port Cooper in mid-July and may still have been there at the beginning of August, as bad weather prevented the ships leaving the harbour during the twelve days preceding 4 August. Another French whaler, Gustave, Captain Desclos, may have already arrived from Akaroa and certainly arrived before the Cachalot left.

¹Stack, in Jacobson, Stories of Banks Peninsula, 3rd ed., p.47. A small group of chiefs, including Momo and Iwikau, returned earlier than this (Stack, The Sacking of Kaiapohia, p.241-242). Hight and Straubel estimate the Maori population of the whole of Canterbury as 'no more than 250 persons in 1838, but [...] just over five hundred about 1840' (A History of Canterbury, vol. I, p.103). The first figure could well be a little high.

²Patricia Burns, Te Rauparaha, 1983, p.214. Many Kai Tahu did not return from the North Island until the mid-1840s or even much later than this, as individual testimonies before the Smith-Nairn Commission of 1879-1880 reveal.

³Samuel Robertson log, 1839 (WTu: PMB 287).

⁴Old Land Claim files record one earlier unsubstantiated claim that did not result in occupation of the land in question: William Stewart, 1825 (OLC 965).

⁵Piraki Log, p.13.

married to a Maori woman, Puai. Sometimes ex-convicts and deserters worked with him as they drifted by.

Outnumbered by the local Maori and sometimes living with Maori women, the whalers were very dependent upon Maori goodwill. It remained in the power of Kai Tahu to demand regular payment for the use of their land, to take back the land they had "sold", or to sell it to someone else. For Banks Peninsula Kai Tahu, therefore, a land sale in 1838 meant something very different from what it would mean in the 1840s. Crown Grants were not yet being issued. There was no European administration imposing the concept of alienation in perpetuity. European colonisation and farming had not yet begun. Some single European males were engaging in whaling, but there were no European families living on the peninsula to raise the question of Europeans handing on their land rights to their European children.

According to a deed dated 2 August 1838, Langlois bought Banks Peninsula from the leading Maori chiefs he found at Port Cooper, which lay within the hapu territory of Kati Rakiwhakaputa and Kati Wheke. A fortnight later he left the area, it being near the end of the season. On 1 May 1839 the Cachalot arrived back at Le Havre with a very satisfactory cargo of whale oil and bone.

THE WHEREABOUTS OF THE ORIGINAL DEED

The present whereabouts of the original deed by which Jean François Langlois claimed to have bought Banks Peninsula from the Maori of Port Cooper on 2 August 1838 is not known. It was taken back to France by Langlois and used in his 1839 negotiations to get financial backing for a colonisation scheme. Langlois ceded his title to the Nanto-Bordelaise Company, in which he remained a major shareholder.¹

Much to Langlois's chagrin, the Nanto-Bordelaise Company sent the original 1838 land deed out to New Zealand in 1840 on the warship, the Aube, with Captain Lavaud, and not on Langlois's ship, the Comte de Paris.² This was because Lavaud was expected to arrive in New Zealand first, allowing Langlois's younger brother, Aimable, a passenger on the Aube, to begin consolidating and extending French land purchases before the arrival of the colonists on the Comte de Paris. On arriving in Akaroa in 1840, Lavaud entrusted the deed to Belligny, the Nanto-Bordelaise Company official agent. The original deed eventually returned to France, probably with Lavaud in 1843 or perhaps with his lieutenant, La Motte, who returned to France in 1842 to report to the French government. Belligny stayed in Akaroa until 1845 and it is conceivable that he had the deed with him all that time.

However, the deed is last cited as being in the possession of Maître Alauze of Bordeaux, one of the Commerce Court arbiters in the case Langlois brought against the other members of the Nanto-Bordelaise Company at the end of 1843. When, in 1844, a Nanto-Bordelaise Company representative asked Langlois for the original in order to hand it over to the British Colonial Office, Langlois, who was opposed to negotiations with the British, replied:

"You tell me that your brother requests the 1838 title agreed to by the chiefs for 1000 francs. I have already had the honour to tell you that

¹The final version of this agreement with the company was dated 20 February 1840. It was officially registered in Nantes on 13 May 1844 by a notary, Gouin. A certified true copy is held at the Public Record Office, London: CO 208/58, 1848/1088, ff.300-303; and by the National Archives, Wellington: Enclosure I, no. 5, in Lord Stanley to Lt-Gov. Grey, 7 July 1845 (G1/13).

²See, for example, Langlois to Balguerie, 9 Jan. 1840 (Archives de La Grave: 371/A13). This is the beginning of a long correspondence on the subject.

those gentlemen took this contract from me in 1838 [for November 1839] when I was in Bordeaux on the pretext of examining it, since that time it has always been in their possession, and I shall repeat what I already said to you in Paris, since then (at the beginning of the court case) I saw it at Mr Alauze the arbiter's, it was in the dossier of those gentlemen".¹

When negotiating in London in 1844 on behalf of the Nanto-Bordelaise Company for British recognition of Langlois's land purchase, Guillaume Nicolas Maillères was asked to supply the original document to the Colonial Office. In June 1845, Maillères returned to London with a number of documents, but the original 1838 deed was not among them:

"I have never had in my possession nor seen the original of this title and that I again attest. I have only ever seen copies that several members of the French Society have assured me to be in all respects identical to the copy which is in your hands which I gave to you a year ago and which was written by Captain Langlois. This copy I am told is a type of facsimile. With regard to the original of this deed, I declare having for the past year searched and asked in vain, all members of the French Company and all have answered that they did not have it. Enquiries have been made in the offices of the Ministries of Marine and Colonies and of Foreign Affairs, everywhere the assurance is given that it was not kept there and that it had gone astray, if not been lost."²

If Langlois was mistaken in believing that he saw the original deed in Bordeaux in 1843, then it is quite possible that no one could find the deed in France in 1844-45 because it was still in the possession of Belligny, whom Lavaud had entrusted with the deed in New Zealand. Belligny did not return to France on the Pallas until 16 September 1845.³ It is possible that the original deed was among the five 'treaties with the natives' handed over by the French to the New Zealand Company in 1849, as treaty number one is listed as being on parchment.⁴ However, I have not been able to find it among the papers of the New Zealand Company or the Canterbury Association.

EXTANT COPIES

Copy 1. A copy of the deed is held by the Public Record Office, London (CO 209/40, ff.295-296).

On 23 October 1844, Georges Maillères, representing the Nanto-Bordelaise Company, submitted copies of the various French land deeds to the Colonial Land and Emigration Office in London.⁵ Maillères described the copy of the

¹Langlois to Léon Maillères, 16 Nov. 1844 (Archives de La Grave: 369). In a memorandum presented to the arbiters in October 1843, Langlois wrote that "the sale deed with mokos of the sellers on it is in the hands of the opponents" (Archives de La Grave: 370/B). Many of the records of the Departmental Archives and the Chamber of Commerce at Bordeaux have been destroyed, notably in a fire in 1919. I have been unable to locate Mr Alauze's papers. By "those gentlemen", Langlois of course means his fellow directors of the Nanto-Bordelaise Company.

²Maillères to A. Wood, Colonial Land and Emigration Commissioner, London, 25 June 1845, with Enclosure V, Lord Stanley to Lt-Gov. Grey, 7 July 1845 (WArc G1/13); translated into English: Crown Evidence, Wai-27 Doc #L 3 (vol. 1), doc. 24, p.99.

³When Belligny died in Switzerland in 1877, his personal papers, kept in a trunk in Paris, probably returned to his elder brother in Martinique, but I have not yet traced them.

⁴Few and Co. to Harington, 2 Oct. 1849, with schedule; Harington to Fox, 2 Oct. 1849 (WArc NZC 102/20 p.288-292; WArc NM 8 49/870).

⁵Maillères to C.L. and E. Commissioner, 23 Oct. 1844, CO 209/40, f.294; Schedule of documents exhibited by Mr Maillères to the Colonial Land and Emigration Commissioners, CO 209/40, ff.221-223; Maillères to J. Stephen, 18 Oct. 1844, CO 209/31, ff.320-321.

1838 deed that he brought as "a type of facsimile" that was written by Captain Langlois.

Copy 1 is not in Langlois's hand but contains marginal comments in English that suggest that it was compared with the original or, more likely in the circumstances, with a facsimile of the original, by an English person. Marginal comments include "sic in orig." and "hieroglyphics, with written names attached" (i.e. moko and names).

Copy 1 is probably a careful copy made in the Colonial Land and Emigration Office from the Langlois facsimile that remained the property of the Nanto-Bordelaise Company.¹

Copy 2. Another copy of the original deed was sent to George Grey as enclosure 1 in Lord Stanley's despatch of 7 July 1845 and is now held in the National Archives, Wellington (G1/13).

Copy 2 is probably taken from Copy 1. It lacks the marginal comments of Copy 1, but the text is otherwise substantially the same.

The version published in Hight and Straubel, A History of Canterbury, I, 238-239, is based on one of these two manuscript copies, presumably the second, but contains a number of small errors of transcription.

Copy 3. A third copy can be found in Lavaud's "Voyage et essai de colonisation à l'île du sud de la Nouvelle-Zélande".² Internal evidence suggests that Lavaud probably wrote this manuscript either in late 1840 or in 1841, when he was still in Akaroa. In one point of detail it seems to represent an earlier state of the deed than the two other copies. Otherwise, differences are minor and mainly limited to spelling and punctuation.

The antedated deed. A new version of this document was written and signed after the arrival of the French at Akaroa in August 1840, but was predated 1838. This second, longer version was signed by the Maori of both Akaroa and Port Levy/Port Cooper, whereas the original was signed by the Port Cooper Maori only. Distinguishing this document carefully from the other French land deeds, Langlois described it as "the treaty made for Mr Lavaud's pleasure and antedated 2 August 1838".³ This document will be discussed separately.

THE TEXT

The following is a reconstruction of the text of the original deed signed at Port Cooper on 2 August 1838, based on the three known manuscript copies. The spelling of Maori proper names remains very unsure, as there is plenty of room for confusion, for example, among the letters n, u, m and w, and between é and i. For proper names, the spellings used in Lavaud's copy have been used, insofar as they can be deciphered accurately, as Lavaud was in a better position to understand Langlois's Maori than the other copyists.

¹Maillères to A. Wood, Colonial Land and Emigration Commissioner, London, 25 June 1845, with Enclosure V, Lord Stanley to Lt-Gov. Grey, 7 July 1845 (WArc G1/13). The Colonial Land and Emigration Office returned Nanto-Bordelaise Company vouchers (i.e., receipts) to Maillères, but retained "copies" of other documents. Lefevre and Wood to J. Stephen, 12 Dec. 1844, Enclosure III, with Lord Stanley to Lt-Gov. Grey, 7 July 1845 (WArc: G1/13).

²Service Historique de la Marine, Paris: GG2 50/3 (o), pp.7-8.

³Langlois to Léon Maillères, 16 Nov. 1844 (Archives de La Grave: 369). It is this new and false version which was presented to Land Commissioner Godfrey in 1843 and which is reproduced in BPP, NZ2, 1844 (556) App. 438-439; Buick, The French at Akaroa, 11-14; and Akaroa and Banks Peninsula 1840-1940, 184-187.

The exchange rate used in the 1840s for the negotiations between the Nanto-Bordelaise Company and the Colonial and Emigration Office, London, was 25.50 francs to the pound sterling.¹

"Nous, Thomy, Maintémainéii, Tokouraokai, Hotahou, Pamioideiki, Exakanayi, Kimoïni, Nooumouée, Mokoouié, Tangiko, propriétaires de la presqu'île de Banks, résidant au Port Cooper, ou Tocolabo à la Nouvelle Zélande

avons de notre libre consentement et bonne volonté par ces présentes vendu avec promesse de faire jouir en toute propriété et jouissance à partir du deux août mil huit cent trente huit,

à Monsieur Langlois, capitaine du trois-mâts baleinier le Cachalot, demeurant au Havre de Grace, en France, la propriété et jouissance à perpétuité du sol et de la superficie de la presqu'île de Banks en circonstances et dépendances, située par 43°30' latitude et par 174° de longitude et dépendante de l'île de Tavaï Poonamoo sous la souveraineté du roi Chégary.

Les vendeurs et cédants se désaisissent par le présent de tous leurs droits de propriété sur la presqu'île de Banks en faveur du dit Monsieur Langlois qui en jouira et disposera à l'avenir, comme auraient fait ou pu faire les cédants sans cet acte de vente, n'y faisant aucune réserve autre que celle des terres tabouées ou cimetières.

L'acquéreur prendra la dite presqu'île dans l'état où elle se trouvera lors de l'entrée en jouissance. Cette vente est faite et acceptée moyennant la somme de mille francs payable en marchandises à la convenance des vendeurs et en deux termes.

Le premier est de cent cinquante francs et payable de suite² en marchandises ci-après désignées, savoir,

un paletot en laine	20 f.
six pantalons de toile	30 f.
douze chapeaux cirés	<u>60 f.</u>
	110 f. à reporter

T.S.V.P.³

report	110
deux paires de souliers	10
un pistolet	8
deux chemises de laine rouge	15
un manteau ciré	<u>7</u>
	150

Le second terme sera exigible lors de l'entrée en jouissance.

Le premier terme a été soldé aux vendeurs qui en donnent quittance.

¹Alexander Wood to James Stephen, 8 Nov. 1844, PRO: CO 209/40, ff.213-220. For ease of calculation, I have used the approximate rate of 25 francs to the pound in this paper.

²These last four words, "et payable de suite", reproduced at this point in Lavaud's copy, are represented in the Colonial Office copy as crossed out in the original and replaced by the words "à ce lieu". The latter version only is found in the Grey copy.

³I.e., this is the bottom of the page in the original.

Le présent est fait et signé double entre les parties contractantes à Port Cooper ou Tokolabo, le deux août mil huit cent trente huit.¹

Maintémanéii, Tokouraokai, Hotahou, Tangiko, Exakanayi, Repouinéi dit Thomy, Nooumouée, Kimoïni, Mokoouié, Pamiodeiki. Approuvé par le roi Chigary.

[Signed] Langlois."

This may be translated into English as follows:

"We Thomy, Maintémainéii, Tokouraokai, Hotahou, Pamiodeiki, Exakanayi, Kimoïni, Nooumouée, Mokoouié, Tangiko, owners of Banks Peninsula, residing at Port Cooper, or Tocolabo in New Zealand

have freely consented in good faith by these presents to transfer, with the promise of enjoying full rights of ownership and possession as from the second day of August 1838

to Mr Langlois, captain of the three-master whaling ship, the Cachalot, living at Le Havre de Grace, in France, the ownership and possession in perpetuity of the land and area of Banks Peninsula with all its appurtenances, situated at 43°30' latitude and 174° longitude and attached to the island of Tavai-Pounamou under the sovereignty of King Chégary.

The vendors and grantors hereby give up all their rights of ownership to Banks Peninsula in favour of the said Mr Langlois who will possess and dispose of it in the future as the grantors would or could have done but for this deed of sale, withholding nothing but tapu land or cemeteries.

The purchaser will take the said peninsula in the condition in which it will be at the time of entering into possession. This sale is made and agreed to in consideration of the sum of one thousand francs [£40] payable in goods with the approval of the vendors and in two instalments, the first is of one hundred and fifty francs [£6] and payable immediately in the goods hereinafter designated, namely,

one woollen coat	20 f.
six linen trousers	30 f.
twelve oilskin hats	<u>60 f.</u>
	110 f. to carry

Please turn over.²

carried	110
two pairs of shoes	10
one pistol	8
2 red woollen shirts	15
one oilskin cloak	<u>7</u>
	150

The second payment will become due and payable when possession is taken.

¹Marginal comment at this point in the Public Record Office copy: "Hieroglyphics, with written names attached". Lavaud's description is: "There follow the signatures represented by the moko of each of the chiefs and signed further down: Langlois. The whole approved with the moko of King Chagary."

²i.e., this is the bottom of the page and the total is carried forward to the next page.

The first instalment has been made to the vendors who acknowledge receipt.

This deed is drafted and executed in duplicate by the contracting parties, at Port Cooper or Tokolabo on the second day of August 1838.

[Signed] Maintémanéii, Tokouraokai, Hotahou, Tangiko, Exakanayi, Repouinéi called Thomy, Nooumouée, Kimoïni, Mokoouié, Pamiodeiki. Approved by King Chégary.

[Signed] Langlois."

THE SIGNATORIES

Chégary (also written "Chigary") has been identified by Mantell as the Maori known in whaling circles as Jacky Leek. Mantell met Jacky Leek and Tiakikai at Rapaki in 1849.¹ The more likely rendering of his name is, in fact, Jacky Lynx. Hempelman's log, for example, mentions that "A Boat from Port Cooper arrived with Natives Jackey Lynx and Tommy the Principle Men".² In accordance with current practice, Chégary would have received his whaling name from having been associated with the ship, Lynx, which he may well have crewed on. The Lynx was wrecked at New River in 1837 when under charter by Johnny Jones.³

Lavaud identified Chégary as "Teakirikiri" and described him, on Tuauau's authority, as the chief who brought Iwikau up after the death of Iwikau's father.⁴ From what Tuauau told Lavaud, Iwikau (who was of Kai Tuahuriri hapu and originally from Kaiapoi, not Port Cooper) seems to have taken over the role of senior chief at Port Cooper from Teakirikiri.

Chégary was also identified as the leading chief at Port Cooper by Dr Felix Maynard, ship's surgeon on the French whaling ship, the Asia, which was in or about Port Cooper from May to August 1840: "Thy-ga-rit, whom the commandant [Cécille] calls Thégaré, was, as I have stated, the true chief of Togolabo". This "king" of the district is "a handsome man of about five feet six, and some fifty years of age". Maynard also indicates that "Thy-ga-rit" was "the true and only chief of the parts about Port Cooper" but that chiefs from other districts had moved in on his traditional domains in order to take advantage of the European presence there.⁵

It would seem, then, that Langlois was not alone in seeing Chégary as the most important Port Cooper chief at a time when many chiefs of greater mana were not resident in the area, having either been taken as captives or migrated further south. On their return to Banks Peninsula, probably early in 1840, he

¹ Mantell's journal entry for 7 July 1849 has Chigary written in above Jacky Leek's name (WTu: W.B.D. Mantell Ms 83/1537), an identification he also makes in a table in 83/1536.

² Piraki Log, 10 April 1838, p.70. Jacky Lynx is not to confused with the boy Jacky, who was killed.

³ McNab, Old Whaling Days, pp.184-186.

⁴ "Voyage et essai de colonisation", p.51 (Service Historique de la Marine, Vincennes: GG2 50/30); Akaroa, 1986, p.28. Buick, in 1928, identified Chégary as Taikare (The French at Akaroa, 1928, p.14). Tiaki Rikiri could be the Maori transliteration of Jacky Lynx, and Chigary could be the French rendering of this name, without the reduplicated 'kiri'.

⁵ Felix Maynard and Alexandre Dumas, The Whalers, ed. F.W. Reed (1937), pp.176, 179, 180, 219. Dumas seems to have combined Maynard's experiences on several voyages to New Zealand in writing this book, which makes it difficult to make judgements that depend on precise dating of events. Togolabo is a French rendering of Whakaraupo. Other chiefs Maynard mentions are Ha-vy-ko (Iwikau); Tha-le, identifiable as "Hory called Talé" and "Tolé lehoré" on French land deeds (Te Hori's Christian name was Pita and whaling name Tare (Charlie)); and "The-suy of Iko-ko-kiva".

would have become a lesser chief in the new hierarchy of the enlarged community.

Langlois's rendering of other Maori names at first sight looks very strange. Their form may perhaps be explained if they are seen, not as Langlois's attempts to find written equivalents to the sounds he heard, but as the attempts of a man who knew no Maori to decipher the written forms of names placed next to their moko by the chiefs themselves. At this distance from the events and without recourse to the original deed, it is hazardous to try to identify individuals. It is possible, however, that Tokouraokai was Te Kairakau, that Hotahou was (Ko) Te Ao, and that Nooumouée was Ngauamo. The person referred to as Exakanayi or Ixakanage could possibly have been Hoani Te Akikaia.

The identifications that we have suggested are sufficient to show that Langlois's names were not pure fantasy. He certainly did obtain the moko and signatures of some leading Port Cooper chiefs in 1838, and notably the two chiefs, Jacky Lynx and Tommy (Thomy), who were identified as the principal men of Port Cooper by the Europeans working at the Peraki shore whaling station at this time. Their status within the tribe was doubtless very different by 1840. And what these chiefs thought they were signing is quite another matter.

WITNESSES

Apart from Langlois himself, only two people, one European and one Maori, have left any record of the circumstances of the 1838 transaction. Captain Cécille did not mention it any of his official correspondence. The European who did shed some light on it was Georges Fleuret, an ordinary seaman on the Cachalot, who returned to Akaroa as a colonist and who testified before Land Commissioner Godfrey in 1843, when the latter was looking into the validity of the French claim to Banks Peninsula:

"I came to New Zealand with Captain Langlois, in the year 1838. I was desirous of remaining in the island; and upon expressing my desire to Captain Langlois, he told me that I could not stay there alone, but that he had agreed on the purchase of land in Banks' Peninsula, from Chigarry and others, and he showed me, when on board the 'Cachelot', in Port Cooper, a paper which he told me was a contract or agreement signed by the said native Chigarry, for the disposal of, or promise to dispose of, land to him, Captain Langlois, upon his return to New Zealand.

I saw Captain Langlois give some cloaks to the native Chigarry and others, which, I understood from Captain Langlois, was on account of the payment he had promised the natives for the land."¹

This evidence is heavily dependant on Langlois's own version of events and gives no insight into the Maori view of the significance of the transaction. However, it does confirm that Langlois obtained Maori signatures in Port Cooper in 1838 and that gifts were given. In the absence of any interpreter, one must assume that French and Maori communicated in some sort of sailors' English. It was Langlois's first voyage to New Zealand and no French whalers had had any prolonged contact with the Maori.

¹Taken in court, 7 Sept. 1843, BPP NZ 2 1844 (556) App. 437. Fleuret was the only former member of the Cachalot crew in Akaroa at the time of Godfrey's hearing. The Langlois brothers had returned to France; Heaulmé (sometimes written Olmet) seems to have left the colony by this time.

However, a Maori from the Bay of Islands who had been working on the French whaling ship, Angéline, was on board the Héroïne, which was to return him home in accordance with the terms of his employment. And the Héroïne was also taking a young Maori girl, Eruarua, back home to the Bay of Islands, after Captain Mauger of the Angéline had paid money to the Port Cooper Maori to rescue her from slavery. Mauger feared that, like her parents, Eruarua would eventually be killed and eaten.¹ These two examples show that some meaningful transactions were taking place at this time between the French whalers and the tangata whenua.

The Maori view was given by Iwikau, who also made a statement to Land Commissioner Godfrey in 1843:

"Iwikau, a native chief, not understanding the nature of an oath, but declaring to tell the truth, states:-

I remember the first arrival of Captain Langlois at Port Cooper.

We had no conversation at that time about selling land."²

This testimony would seem to indicate that, although some chiefs received gifts from Langlois and signed their names on a sheet of paper, they did not thereby intend to convey the ownership of Banks Peninsula or of any land whatsoever. This would imply either that Langlois made up the text of the deed independently of any discussion with the chiefs³ or that communication between the two parties was very poor, with both sides having to speak in a language that was not their own.

This sort of interpretation is given credence by an indirect but presumably trustworthy report of Port Cooper Maori views received by Captain Lavaud in 1840:

Langlois "made every effort to get back the first deed, drawn up in 1838, from Mr Belligny to whom I entrusted it on behalf of the company, but he could not get it: I think that the insistence that he showed resulted from the fact that the signatures on the [new deed] were not the same as those on the first, and that the receipt for full payment was not given by those who appeared as sellers in 1838. This irregularity leads me to think that the peninsula was never bought by him. I knew that on its way to Port Nicholson, the Britomart was to call at Port Cooper, and despite my entreaties to Mr Langlois to go there to regularise matters, before the arrival of Captain Stanley, he adjudged it appropriate to do no such thing; so Mr Belligny received a letter in which he was told that the chiefs had declared to Mr Stanley that Mr Langlois had never bought Banks Peninsula from them. All the same it seems that Mr Stanley did not take advantage of this, for I have heard no more about it."⁴

¹Cécille to the French Minister of the Navy, 1 Sept. 1838 (Archives Nationales, Paris: Marine BB4 1011).

²Taken in court, 5 Sept. 1843, BPP NZ 2 1844 (556) App. 436.

³For a precise and near-contemporary example of a French whaling captain taking advantage of a Banks Peninsula Maori's inability to read a European document, see the "letter of recommendation" written by Captain Jay of the Asia for Iwikau to show to visiting ships: "I, the undersigned, declare that the chief of Port Levy and Pigeon Bay is an arrant rascal..." Iwikau was reportedly very pleased: "Ivico, delighted, wished to rub his nose against that of the captain" (Maynard and Dumas, The Whalers, London: 1937, p.393). Dumas turned Dr Maynard's diary into a good yarn, but one can assume there was some basis for this episode.

⁴Lavaud, Akaroa, 1986, p.31. The letter was almost certainly from Belligny's cousin, Eugène de Belligny, who was a passenger on the Britomart.

We are, then, confronted with two opposing views as to what happened in 1838. Iwikau represents the view of one Maori living on Banks Peninsula at that time. Fleuret's view that the gifts represented payment for land was derived from Langlois. Thus the essential part of Fleuret's testimony and the content of the unwitnessed deed represent the view of one European: Langlois.

CONTEMPORARY JUDGEMENTS

After his return to France in October 1842, Langlois had to defend his purchase in a law court, when his fellow directors in the Nanto-Bordelaise Company argued that the New Zealand venture had failed because of the invalidity of Langlois's 1838 deed. In defending Langlois, his lawyer quoted from the Company's instructions to him:

"It was recognised in Paris that the drawing up of this deed, such as it was, was not complete and could provide pretext for difficulties from the natives of the country if they wished to avoid executing their commitments."

"Therefore," concluded the lawyer, "when the Company accepted the title deed of 2 August 1838, it had previously submitted it to examination by learned men of the capital and realised its imperfections. Therefore, in thus accepting it without reservation, it consented to accepting the consequences of its imperfections and vices, and could not now take advantage of them."¹

Those perceived "imperfections and vices" perceived before Langlois's departure from France in March 1840 probably included a lack of independent European witnesses and of precisely defined boundaries. These were to be remedied by a renegotiated deed, for which the Nanto-Bordelaise Company supplied Langlois with a model.

Another imperfection that was not perceived until Captain Lavaud arrived in Akaroa on August 1840 was that the Maori signatories were not representative of all those who had rights to the land:

"What was my surprise, on the arrival of the Comte de Paris, to learn in the most positive way that Mr Langlois had never come to an agreement with the chiefs of this area, that he possessed nothing there, and that finally we had no property right there to assert. The chiefs, assembled on my ship, declared to me through Mr Comte, one of Bishop Pompallier's missionary priests, who speaks the language of the natives, that Mr Langlois had negotiated for an area of land near Port Cooper, Tokolabo Bay, which he had paid for in part, but that it had never been a question of Akaroa Harbour, in which they had sold a certain area to a Mr Rhoades [sic] for grazing his herds or for cultivation; that, in the same way, they had sold Pireka, Oishē and other bays forming the southern part of the peninsula, and finally that they had never signed the sale deed drawn up between Mr Langlois and the tribes of the northern and western parts of the peninsula."²

From talking with Langlois and with the Akaroa Maori (but not the Port Cooper Maori), Lavaud concluded that, in 1838, Langlois had not bought the whole of Banks Peninsula, but only - perhaps - a small area at Port Cooper:

¹Mémoire de Langlois et de Fieux, 28 Oct. 1843 (Archives de La Grave: 371/B).

²Lavaud to French Minister of the Navy, 20 Aug. 1840 (Archives Nationales, Paris: BB4 1011).

"I am very sorry that the colonists were not put ashore at Port Cooper or Pigeon Bay, there, at least, there is some semblance of ownership, whereas here we have, I repeat, no rights to assert to enable us to stay here.

The captain of the Britomart and the magistrates believe however, until they find out more, as a result of what Mr Langlois told them, and also of the assurance I gave Captain Hobson, that we have land titles. The contract fooled me completely, just as it fooled both the Company and the government in France. Mr Langlois, in return for a few goods given out in Port Cooper in 1838, obtained the signatures of several chiefs and filled in the contract himself without adding the testimony of an independent third party; which is what he has just done again when making some purchases in the neighbourhood of Port Cooper."¹

Lavaud repeated this information in an unfinished account of his New Zealand expedition, probably written in late 1840 or 1841 while he was still at Akaroa. On this occasion, Lavaud wrote that the Akaroa Maori

"replied that they did not know him [Langlois] but that they knew that it was he who, while at Port Cooper, had bought a small piece of land in that port, but that nothing in Akaroa had been sold him".²

Lavaud does not attribute this to malice on Langlois's part, but to some sort of misunderstanding.³ But the result was that, as this and other passages show, Lavaud was totally convinced that Langlois had no right to land in Akaroa:

"We had no right to come and settle in Akaroa, where no French person, not even Mr Langlois, owned one square inch of land. It is the favourable manner in which my official communications have been received and the personal relations that I have established with the British authorities, if I may say so, that have meant that I encountered no obstacles in disembarking and settling our colonists, for whom I would be greatly embarrassed to present a property title."⁴

This letter is quoted in the report of a Commission set up by the French government to look into the affairs of the Nanto-Bordelaise Company. The Commission went so far as to conclude that, prior to August 1840, "the Company did not possess any property on Banks Peninsula, where, on the basis of a deed since recognised to be valueless, it transported some colonists, and declared itself able to found settlements and to assure French sovereignty".⁵ Lavaud's despatches and Belligny's letters were the Commission's main sources of information on this matter and were accepted by the Commission as totally reliable.

¹Lavaud to French Minister of the Navy, 20 Aug. 1840 (Archives Nationales, Paris: BB4 1011).

²Lavaud, "Voyage et essai de colonisation..", p.42 (Service Historique de la Marine, Vincennes: GG2 50/30). However, another Akaroa Maori, Tikao, told Godfrey that "I remember the arrival of Captain Langlois at Port Cooper, but I did not hear then that the natives of that place had sold land to him" (BPP NZ 2 1844 (556) App. 435).

³Lavaud talks of "the very awkward position in which, doubtless without any bad intention, he placed us all, by the irregularity of his 1838 contract", Lavaud to the Nanto-Bordelaise Co., 3 Sept. 1840 (Archives de La Grave: 369/D7).

⁴Lavaud to French Navy Minister, 6 Sept. 1840, quoted in the report of the Commission de la Nouvelle Zélande (Archives du Ministère des Affaires Etrangères: Mémoires et documents, Océanie, vol. 14, f.147).

⁵Official Report of the Commission de la Nouvelle Zélande, 9 Feb. 1842 (Archives du Ministère des Affaires Etrangères: Mémoires et documents, Océanie, vol. 15, ff.89-120).

From the limited contemporary evidence available, it would seem then that Kai Tahu understanding was that Langlois's negotiations with Port Cooper chiefs in 1838 had nothing to do with selling land. At most, the Akaroa hapu (as opposed to Iwikau and the Port Cooper hapu) saw the 1838 deed as conveying rights to a small undefined area of land at or near Port Cooper.

The French at first saw the deed as imperfect, but took it at its face value as selling all of Banks Peninsula - until investigation on the spot revealed that a number of Kai Tahu with rights to Banks Peninsula had not been a party to the sale. The Port Cooper Maori had sold either a small area of land or none at all.

When accused by his fellow Nanto-Bordelaise Co. directors of selling them a fraudulent deed, Langlois replied through his lawyer that he had acted in good faith, but that the Port Cooper Maori may have sold him more land than they owned:

"Captain Langlois asserts that on 2 August 1838 he bought from the natives of Port Cooper the whole of Banks Peninsula. The mokos on the deed of sale prove this, and all the circumstances prove that he is speaking the truth. He is convinced that the deed of 2 August 1838 gave him ownership of the whole of Banks Peninsula. It was acquired, no doubt, from the natives living at Port Cooper, but the deed explicitly refers to the whole of the peninsula, and it was done with the approval and participation of chief Chigary, sovereign of the whole area; the chief knew the significance of the sale, he would not have authorised it, if the sellers did not have the right to sell the ownership of all that they ceded.

[..] The worst conclusion that can be drawn from the documents produced by the opponents is that the 2 August 1838 deed might have been imperfect, and that Captain Langlois might have been deceived by the natives of Port Cooper who might have sold more than they owned and even what they had ceded to others".¹

No Maori was present at Bordeaux to contest this view. At Akaroa in 1843, Commissioner Godfrey came to a rather different conclusion:

"It appears that no deed or memorandum to Captain Langlois, through whom the claimants derive, has been proved to have been executed by the natives in the year 1838; nor has any native evidence been produced of the contract for this purchase having been made in 1838; but George Fleuret, a European, deposes to his belief that an agreement was then made by Captain Langlois for the purchase of some quantity of land from the natives."²

Godfrey seems to have realised that the deed presented in his court in 1843 as the one signed at Port Cooper in 1838 was in fact drawn up and signed in Akaroa in 1840.³ He did not change his conclusion when, in 1845, he examined the original deed:

"The Act bearing date the 2d of August 1838, can only be received as a promise or understanding to sell to Captain Langlois a portion of Banks Peninsula. The Native, Chigary, under whose sovereignty it is then represented to be, being only a proprietor in common with other Chiefs

¹Mémoire de Langlois et de Fieux, 28 Oct. 1843 (Archives de La Grave: 371/B).

²Report. Nanto-Bordelaise Company, Claimants, 21 Oct. 1843 (BPP NZ 2 1844 (556) App. 433).

³"The deed exhibited to me formerly having been executed at Akaroa", Godfrey to G. Hope, 2 July 1845, Enclosure VI with Lord Stanley to Lt-Governor Grey, 7 July 1845 (WArc: G1/13).

more influential, for example Iwikau and Taiaroa actually residing on the Peninsula, and Tuhawaiki and Patuki, living to the Southward, but claiming a supreme right to interfere in the alienation of most of the land in the Middle Island, by virtue of their descent from a connexion with a deceased great Chieftain of the South - Tamaiharanui.

Chigary was never brought before me to give evidence on this matter - and Iwikau and others, whose evidence is detailed in my report of the 21st October 1843, would not admit of any sale having been made in 1838 to Captn Langlois".¹

CONCLUSION

An analysis of the circumstances of the 1838 transactions does not allow one to go beyond Godfrey's conclusion. There is no independent corroboration, from either Maori or European witnesses, for Langlois's view that Port Cooper Kai Tahu knowingly signed a deed of conveyance in 1838. Iwikau asserted, on the contrary, that no such conveyance took place. It was in Captain Lavaud's interests at first to see the deed as genuine, for his own reputation was, he hoped, to be built on the successful outcome of the French colonising venture in the South Island. However, when the failure of the French venture became apparent and the French settlers were blaming Lavaud's connivance with the British, Lavaud placed all the blame upon Langlois. But, whatever his motives, Lavaud, after discussion with Langlois and with Kai Tahu, came to suspect that in 1838 Langlois had obtained the signatures of Port Cooper Maori and then made up the details of a deed of conveyance without the chiefs' consent.

It is possible, however, that, as Lavaud also thought possible, both Langlois and Iwikau acted in good faith. Langlois did not speak Maori, and the Port Cooper chiefs did not speak French. Any discussion that took place would, therefore, have been in sailors' English. This would not have provided a good basis for a binding legal document. Whether or not Langlois sincerely believed that the Port Cooper Maori were selling him Banks Peninsula in August 1838, neither we, in 1989, nor Godfrey, in 1843 and 1845, have any evidence that this was what the Maori participants understood. The little evidence that we possess, Iwikau's testimony, points in the opposite direction. At the very most, according to contemporary Kai Tahu understanding, a small area of land at or near Port Cooper may have been sold.

¹Godfrey to G. Hope, 2 July 1845 (see previous note).

FRENCH AUTHORITY TO BUY: MAORI AUTHORITY TO SELL

The Nanto-Bordelaise Company

On returning to France in 1839, Captain ceded his Banks Peninsula land title to a group of French businessmen from the cities of Nantes and Bordeaux. A company was formed, variously known as the Nanto-Bordelaise Company or the French New Zealand Company. Langlois was one of the directors and major shareholders in the company. A series of agreements was signed between Langlois and the other directors between November 1839 and February 1840, culminating in a definitive document signed at Rochefort on 20 February 1840, which was officially registered by a notary public at Nantes on 13 May 1844. In Article 1, the Company's aims are set forth, the first two of which are: "(1) to acquire land that can be advantageously bought in the South Island of New Zealand and its dependencies; (2) to colonise the lands and particularly Banks Peninsula already acquired by Captain Langlois according to a simple contract dated 2 August 1838 and which he makes over to the company, as hereinafter stated". Further details of the conditions of this conveyance are given later in the document.¹

The Nanto-Bordelaise Company gave Captain Langlois the task of buying land in southern New Zealand. His younger brother, Aimable, would begin the task if, as was expected, he arrived on the Aube before Captain Langlois arrived on the Comte de Paris. For the acquisition of land, the Nanto-Bordelaise Company promised the French government to spend a minimum of 40,000 francs (£1600) on the purchase of goods suitable for payment to the Maori and to transport those goods on the Comte de Paris.²

The first task was to confirm the purchase of Banks Peninsula already made in 1838. Langlois was given a model deed for this purpose, but was also told to ensure that his new confirmatory deed should conform to British practice in the North Island. Ratification of the 1838 deed should be immediately followed by settlement of French colonists and attendant Maori on the acquired land.

Then Langlois was to buy up the rest of the South Island, placing settlers on it at strategic points. He was first of all to buy land from Te Rauparaha in the north of the South Island, and notably at d'Urville Island, Queen Charlotte Sound and Cloudy Bay, so as to prevent the British from extending their influence down from the North Island into the South Island. He would then buy land further south. When travelling to the south, Langlois should be accompanied by Banks Peninsula Maori to facilitate his dealings with the local people. However, the enmity between Kai Tahu and Ngati Toa was known in

¹Public Record Office: CO 208/58, 1848/1088, ff.300-303; Archives de La Grave: 370/A2 and 371/C. Other directors of the company were Balguerie and Raba from Bordeaux, and Arnous-Rivière, Toché and Nogues from Nantes.

²Nanto-Bordelaise Co. agreement with the French government, 11 Dec. 1839 (Archives Nationales, Paris: Marine BB4 1012). It is difficult to isolate the value of goods bought for this purpose in the Nanto-Bordelaise Co. accounts. The company seems to have transported 58,553.45 francs' worth of its own goods and 30,136 francs' worth of goods supplied by the government. But these were for the use of the colonists as well as for purchasing land (Archives de La Grave: 371/B).

France, and Langlois was told in his written instructions to be careful not to take Kai Tahu with him when negotiating with the northern tribe.¹

The model deed for confirming the purchase of Banks Peninsula does not seem to be extant. However, a copy of the model deed for making further purchases is to be found in the Decazes Papers.² The differences between this deed and the 1838 deed indicate what the Nanto-Bordelaise Company's advisors saw as deficiencies in the earlier deed. The new deed pays careful attention to precise boundaries, to the representative status of the signatories, to the presence of independent witnesses, and to the effective communication of the text to the Maori in their own language. No provision is made, however, for a written deed in Maori. In the new perspective of organised large-scale French colonisation, the model deed cedes sovereignty as well as land ownership, and makes Maori assistance with colonisation a condition for full payment of the price for the land.

The deeds that Langlois drew up with Kai Tahu on reaching New Zealand are the direct result of his instructions to confirm and then extend existing purchases, and the model deeds had considerable influence on the form of the deeds Langlois fashioned, even if they were not followed word for word.

THE MODEL DEED (ORIGINAL FRENCH)

The following is the text of the model deed provided by the Company for new land purchases:

Modèle d'acte à passer sur les divers points autres que la presqu'île de Banks

le (mettre les jours, mois et an)

à tel endroit (mettre le nom du lieu)

Entre M. Jn Langlois, capitaine au long cours, commandant le navire le Comte de Paris, au nom et comme représentant de la Compagnie française constituée par acte du ... et dont il fait partie pour la colonisation de la Nlle Zélande méridionale, assisté de M. ... agent de la dite Compagnie, d'une part. Et un tel ... chef de la tribu de (mettre le nom du chef et de la tribu), délégués par elle à l'effet des présents par suite de la délibération prise par elle dans la réunion de tous ses membres le ... lesquels ont arrêté, unanimement adopté et juré d'exécuter les conditions de la vente dont il va être ci-dessous donné le détail,

En présence de Mr le commandant Lavaud, capitaine de corvette
(mettre ici les noms et qualité des officiers de la corvette, des capitaines de bâtiments baleiniers présents et missionnaires)

Au nom de la tribu de ... les chefs principaux autorisés comme il vient d'être dit vendent et cèdent de plein gré et consentement, tant pour eux que pour leurs familles et héritiers, sans aucune autre réserve que celle stipulée dans l'art. suivant en toute propriété et jouissance, le sol et la superficie de tout le territoire que la tribu possède dans l'île du Sud de la Nouvelle-Zélande, ce territoire s'étendant du Nord au Midi dans la longueur de ... pas, suivant le

¹Notes on the Instructions to be given to Captain Langlois (Archives de La Grave: 369/D16). This probably represents an early version of Langlois's instructions and some changes may have been made subsequently. Other complementary sets of instructions were also drawn up.

²"Modèle d'un acte de vente à passer sur les divers points autres que la presqu'île de Banks" (Archives de La Grave: 369/D8). The other deed is missing from the folder.

cours de telle rivière (si la limite est une montagne - montagne, si rivière - rivière, si la mer - la mer, et là où il n'y aura pas de limite naturelle, indiquer la quantité de pas).

Sont compris dans la vente, les baies, rades, fleuves, rivières, lacs, étangs, mines, carrières et tous objets quelconques qui peuvent exister dans l'étendue ci-dessus désignée et limitée.

Ainsi que le tout a été mesuré et désigné contradictoirement par les commissaires choisis par les parties contractantes, lesquels ont placé les bornes aux points de limite, l'étampe de la Compagnie ayant été frappée à fer brûlant sur les arbres principaux situés aux dites limites, lesquels arbres seront conservés et respectés comme monument du précédent traité et en outre le chiffre de la Compagnie ayant été gravé sur tels rochers (s'il y a des rochers),

Indépendamment de l'abandon et cession qu'ils font à la Compagnie, le chef de la tribu s'engage en outre

- 1° à couper, équarir, et transporter ... arbres de ... pieds de circonférence et de ... pieds hauteur qui leur seront désignés,
- 2° à défricher et mettre en valeur ... hectares de terre dans les lieux qui leur seront désignés (tant de pas au carré)
- 3° à donner ... journées de travail par mois pour chaque contractant.

Sont exceptés de la présente vente les terrains nécessaires pour la nourriture des membres de la tribu et de leurs familles, qu'ils pourront cultiver eux-même. L'étendue et l'emplacement de ces terrains sera fixé à l'amiable entre les parties, de manière à ne pas nuire aux établissements de la Compagnie (on pourra si l'on veut fixer d'avance l'étendue et la limite: par exemple 1 hectare ou 2 par individu et au lieu d'hectares, on se servirait de la mesure de tant de pas carrés pour qu'elle puisse être appréciée par les naturels, de même qu'il pourrait être utile de dire que ces établissements seront situés toujours à une distance de pas de ceux de la Compagnie) ils seront leurs propriétés. Si les besoins de la Compagnie lui faisaient désirer d'acquérir ces propriétés elle ne le pourrait faire que par échange, à l'amiable et en donnant aux propriétaires des terrains et habitations de valeur au moins égale.

Les chefs de la tribu s'engagent à défendre la propriété de la Compagnie et les personnes attachées à son service contre tous ennemis, à donner à la compagnie et aux colons la préférence pour les travaux qu'elle pourrait avoir à leur confier, la Compagnie promettant de son côté de donner aux membres de la tribu le travail qu'elle pourrait avoir à leur faire faire.

Le chef et les principaux de la tribu soussignés, promettent de maintenir dans la tribu l'ordre et la police, de punir ceux des membres de la tribu qui le mériteraient.

Les chefs et membres de la tribu déclarent renoncer à tous droits et prétentions quelconques de souveraineté, autorité et propriété, sur les terrains, mers fleuves et eaux situés dans l'étendue des limites relatées, déclarant au contraire reconnaître la souveraineté française, et se placer dans la protection des lois qui régissent la colonie, lois auxquelles ils s'engagent d'obéir et qu'ils exécuteront fidèlement.

Le prix de la présente vente, cession et rémunération est fixé ainsi qu'il suit:

(ici, insérer le prix)

A valoir sur ce prix ont été livrés (tels ou tels objets)

lesquels objets les chefs et membres de la tribu déclarent et reconnaissent avoir reçu, ils déclarent en être contents et satisfaits, comme premier prix de la vente, cession et abandon qu'ils ont fait des propriétés et droits détaillés plus haut, les dits objets ayant été immédiatement partagés entre les membres de la tribu.

Le surplus du prix sera payé par la Compagnie

1° (tant à telle époque)

2° (tant après l'exécution totale des clauses et conditions particularisées au §8)

En conséquence des présentes, les chefs et membres de la tribu reconnaissent que tous les dits droits de propriété leur appartenant, appartiennent aujourd'hui à la Compagnie française, et pour l'exécution, les dits terrains vendus ont été taboués par les chefs et membres de la tribu et déclarés tels en présence de tous les témoins et assistants.

Fait en quadruple copie, l'une pour être remise au capitaine Langlois, comme représentant de la Compagnie, la seconde au chef de la tribu pour celle-ci, la troisième pour être confiée au commandant de la station ou à l'agent français résidant au chef lieu, pour être consultée au besoin par les contracteurs, la quatrième pour être déposée au siège de la Compagnie en France.

le présent acte lu en présence des témoins ci-dessus nommés et traduit en langue zélandaise aux chefs et membres de la tribu auxquels toute explication a été donnée sur son contenu et les clauses qu'il renferme, contenu et clauses qu'ils ont déclaré comprendre, accepter, approuver et ratifier, ont signé les chefs et membres de la tribu par l'apposition de leur moko avec les parties et les témoins.

(faire signer ici)

Nota. A la suite de cet acte il faudra réunir tout ce que l'on pourra de signatures des autres membres de la tribu. Si ces signatures ne sont données qu'ultérieurement il faudra, entre la signature de ces nouveaux membres et celles des chefs, principaux et membres de la tribu qui auront été désignés dans l'acte, on mettra:

"Ont en outre signé, après que lecture et traduction leur ont été faite

(un tel, un tel, etc.)"

THE MODEL DEED (ENGLISH TRANSLATION)

This model deed for new land purchases may be translated into English as follows:

Model deed for purchasing various areas other than Banks Peninsula

The (put the day, month and year)

At such and such a place (put the name of the place)

Between Mr Jn Langlois, master mariner, commanding the vessel Comte de Paris, in the name and as a representative of the French Company constituted by a deed of the ... and of which he is a member for the colonisation of southern New Zealand, in the presence of Mr ... agent of the said Company, on the one hand. And so-and-so ... chief of the tribe of (put the name of the chief and of the tribe), delegated by it for the present transaction as a result of a decision taken by it in the meeting of all its members on the ... who decided upon, unanimously adopted and swore to carry out the conditions of the sale details of which will be given in detail below,

In the presence of Captain Lavaud, lieutenant commander (put here the names and rank of the officers of the corvette, of the captains of whaling ships who are present and missionaries)

In the name of the tribe of ... the principal chiefs authorised as it has just been stated sell and cede of their own free will and consent, on the part of both themselves and their families and inheritors, with no other reservation than that stipulated in the following article in full ownership and possession, the soil and surface of all the land that the tribe owns in the South Island of New Zealand, this land extending from North to South over a distance of ... paces, following the course of such-and-such a river (if the boundary is a mountain - mountain, if a river - river, if the sea - the sea, and where there is no natural boundary, indicate the number of paces).

Included in the sale are bays, roadsteads, rivers, lakes, ponds, mines, quarries and all objects whatsoever which may exist within the area designated and circumscribed above.

As the whole has been measured and specified after full argument on both sides by the commissioners chosen by the contracting parties, who have placed marks at the boundaries, the stamp of the Company having been placed with a hot iron on the main trees situated at the said boundaries, which trees will be conserved and respected as a monument of the preceding agreement and in addition the cypher of the Company having been engraved on such-and-such rocks (if there are rocks),

Independently of the relinquishment and cession that they make to the Company, the chief of the tribe promises in addition

1° to cut, square and transport ... trees of ... feet in circumference and of ... feet in height which will be pointed out to them,

2° to clear and improve ... hectares of land in the places that will be indicated to them (so many paces square)

3° to give ... days' work each month for each contracting person.

Excepted from the present sale are lands needed for feeding members of the tribe and their families, which they will be able to cultivate themselves. The size and position of these lands will be determined informally by the parties, in such a manner as not to harm the Company's settlements (it will be possible to determine in advance the size and the boundary: for example 1 hectare or 2 per individual and instead of hectares, the measure of so many square paces could be used so that it can be understood by the natives, just as it could be useful to say that these settlements will always be situated at a distance of so

many paces from those of the Company) they will be their properties. If the needs of the Company made it desirous of acquiring these properties it could only do so by exchange, informally and by giving to the owners land and houses of at least equal value.

The chiefs of the tribe promise to defend the property of the Company and the people attached to its service against all enemies, to give to the company and the colonists preference for work that it might have to give them, the Company promising on its side to give to the members of the tribe the work that it might have for them to do.

The undersigned chief and principal members of the tribe declare that they renounce all rights and claims whatsoever of sovereignty, authority and ownership, over the lands, seas, rivers and waters situated within the defined boundaries, declaring on the contrary that they recognise French sovereignty, and place themselves under the protection of the laws governing the colony, laws which they promise to obey and which they will carry out faithfully.

The price of the present sale, cession and remuneration is fixed as follows:

(here, insert the price)

On account of this price the following have been handed over (various objects)

which objects the chiefs and members of the tribe declare and recognise having received, they declare themselves to be happy and satisfied with them, as first payment for the sale, cession and relinquishment that they have made of the properties and rights enumerated above, the said objects having been immediately shared among the members of the tribe.

The remainder of the price will be paid by the Company

1° (so much at such a time)

2° (so much after the complete carrying out of the clauses and conditions listed in §8)

In consequence of the presents, the chiefs and members of the tribe recognise that all the said rights of property belonging to them, belong now to the French Company, and for their execution, the said sold lands have been made tapu by the chiefs and members of the tribe and declared such in the presence of all the witnesses and people present.

Drawn up in four copies, one to be given to Captain Langlois, as the Company's representative, the second to the chief of the tribe for the latter, the third to be given to the commander of the [naval] station or to the French agent residing in the main settlement, where it may be consulted if need be by the contracting parties, the fourth to be deposited at the headquarters of the Company in France.

the present deed read in the presence of the witnesses named above and translated into the Maori language to the chiefs and members of the tribe to whom all explanation has been given on its contents and the clauses within it, content and clauses which they declare they have understood, accepted, approved and ratified, the chiefs and members of the tribe have signed by placing on it their moko with the parties and the witnesses.

(get signatures here)

N.B. At the end of this deed as many signatures as possible of the other members of the tribe should be brought together. If these signatures are only given later it will be necessary, between the signature of these new people and those of the chiefs, leading people and members of the tribe who will have been designated in the deed, [that] one will put:

"Have also signed, after it has been read out and translated for them

(so-and-so, so-and-so, etc.)"

This deed would have been the French equivalent of the Treaty of Waitangi, as well as a model deed of sale. In departing from it in the actual deeds he drew up in 1840, Langlois will be seen to be more generous in the size of the reserves to be set aside for the Maori (four hectares instead of one or two per person) and in giving the Maori full rights as French citizens. The model deed placed much more emphasis on Maori responsibilities than on Maori rights. Langlois, however, was a convinced Republican who would be rewarded with the position of Postmaster at Le Havre when the July Monarchy was swept from power in France in 1848. His egalitarian views played a large part in his incessant quarrels with the other members of the Nanto-Bordelaise Company and with Captain Lavaud.

The Maori owners of Banks Peninsula

By the time Langlois returned to New Zealand in August 1840, a very large contingent of Kai Tahu had returned to Banks Peninsula to rekindle their fires after nearly a decade of captivity in the North Island.¹ The resident owners were therefore more numerous than at the time of Langlois's first visit in 1838. The Maori population of Banks Peninsula in 1840 seems to have been in the region of three hundred. In August 1840, the Maori population of Akaroa was forty-three. Estimates of the population of Port Levy/Port Cooper, the principal settlement on Banks Peninsula at this time, indicate a figure of less than 200².

The first official return of the population of Banks Peninsula was for the year 1842,³ and gives the following figures for the Maori residents:

	M	F	Total
Akaroa	44	28	72
Port Levy	111	101	212
Port Cooper	28	12	40
Pigeon Bay	8	7	15
TOTAL	<u>191</u>	<u>148</u>	<u>339</u>

¹"Our present population is made up of prisoners who escaped from Kaiapoi, from Port Cooper or from Kapiti, where they were kept for some years," Tuauau told Lavaud. Of the Akaroa adult males in 1840, only Te Ruaparae, Parure, Tamakeke, Akaroa and Tuauau had not been taken captive. (Lavaud, *Akaroa*, 1986, p.26.)

²Lavaud's estimate was 150 at Port Cooper (*Voyage et essai de colonisation, Service Historique de la Marine*, GG2 50/30, p.43). In 1840 they seemed to live at Port Cooper for the winter whaling season and at nearby Port Levy during the summer.

³C.B. Robinson, *Return of the Population and of the Marriages, Births and Deaths, 1842* (WARC: IA 1 43/863).

Although the French commented on the high mortality rate among the Banks Peninsula Maori,¹ the population seems to have remained fairly steady, probably because of migration from elsewhere as a result of the security and economic opportunities supplied by the French and by the shore whaling stations newly established at Ikolaki and Goashore, as well as at Peraki. By combining Edward Shortland's and Edmund Halswell's 1844 census figures, which are based on detailed lists of names,² one arrives at the following reliable figures for the Maori population of Banks Peninsula in early 1844:

Taumutu	20
Wairewa	14
Akaroa	89
Wakaoroi (Pigeon Bay)	20
Koukourarata, Port Cooper	<u>158</u>
TOTAL	301

The rights of the different hapu to land on Banks Peninsula can be established in a general sort of way, despite the difficulties involved. Different individuals and communities had connections with a multiplicity of hapu, of course. Hone Taare Tikao, for example, wrote that his father, Tamati Tikao, was descended "from these great sub-tribes: Tauponui, Tura, Rongokako, Uenuku, Ngati Irakehu, Ngati Kahukura, Ngati Hine Kura, Ngati Urihia, Ngai Tuhaitara, Ngai Tuanuriri, Ngati Wneke".³ At different times, particular communities and people chose to identify themselves in different ways. Even so, certain patterns emerge.

When Kai Tahu first settled on Banks Peninsula in the seventeenth century, Te Rakiwhakaputa chose Whakaraupo as his territory, while Huikai chose to live at Koukourarata. These northern peninsula bays became the hapu lands of Kati Te Rakiwhakaputa and Kati Huikai. The area between Opara (Okains Bay) and Okaruru (Gough's Bay) was claimed by Mahiaotea, a chief of secondary rank.

Further to the south, Te Ruahikihiki landed at Wainui, on the western side of Akaroa Harbour. He travelled from there, via Whakamoia and Waikakahi, to Taumutu, where he settled. This large slice of the southern peninsula was the hapu land of Kati Te Ruahikihiki. Mako chose to live at Ohiriri (Little River) and Wairewa (Lake Forsyth), which became the land of Kati Mako.

Land around the northern and eastern sides of Akaroa Harbour was claimed by Te Rakitaurewa, Te Ake and Tutakahikura. The latter's territory extended from Takamatua southwards to the Akaroa Heads and round the coast to the old Kati Mamoe pa at Parakakariki. Otokotoko (between Duvauchelle and Robinson's Bay) is Te Tokotoko o Te Ake: it takes its name from the walking

¹In 1844, Bérard noted that 18 of the 43 Maori who were at Akaroa at the time of Lavaud's arrival had died, but the total Maori population of the bays of Akaroa Harbour had increased to "about 100" as a result of the French presence there. Bérard's estimate of the population of the northern bays of the peninsula, "scarcely 200", again fits in with the Shortland/Halswell figures and was probably based on them (Bérard to Minister of the Navy, 28 Feb. 1844, Archives Nationales: BB4 1011). The Shortland/Halswell figures also closely approximate C.B. Robinson's population return for the end of 1843, which gives a total Maori population of 306 but distributes them a little differently (WArc: IA 1 44/607).

²"Port Levi or Kokorarata and Port Cooper - Names of Mauries resident. Papers delivered in by E. Halswell, Esq., and referred to in his Evidence" (BPP 1847-8 (46) App. 30-31). Edward Shortland. Journal. (Hocken Library, MS 23) The latter names the residents of Taumutu, Wairewa, Opukutahi, Wainui, Onuku, Ohae and Wakaoroi/Pigeon Bay. Halswell's names have been seriously distorted by British printers.

³"Ngai-Tahu: Notes relating to". From MS. material supplied by Mrs Rahera Tainui, edited by J.M. McEwen. *Journal of the Polynesian Society*, 55 (1946) 221-233.

stick which Te Ake (Te Ruahikihiki's uncle) used to stake his claim. The land of his friend, Te Raki Taurewa, is similarly marked by Te Irika Paraoa o Te Raki Taurewa to the south of French Farm.¹

As time passed, sub-hapu were formed and people took on the names of more recent ancestors than the first Kai Tahu settlers of the peninsula. Some Kati Te Rakiwhakaputa who lived around Whakaraupo were identified by the name of Te Rakiwhakaputa's child, Wheke. Some Kai Huikai living at Koukourarata and nearby Whakaroi took the name of Huikai's grandchild, Tutehuarewa. Similarly, in the southern part of the peninsula, one found Kati Irakehu and Kai Tarewa as well as Kati Te Ruahikihiki and Kati Mako.

Despite a considerable number of inter-hapu marriages, by the 1840s there seems to have been a fairly sharp division between the hapu of the northern and southern halves of the peninsula. Captain Lavaud of the French Navy saw them as two separate tribes.² The boundary between the north and south was accepted, if reluctantly, by both sides.³ Individuals with land rights in various places within one half of the peninsula generally did not have land rights in the other half. But someone from, say, the south was often described as belonging to, or having close connections with, several of the southern hapu. And someone with land rights in one northern bay (e.g., Port Levy) might well have land rights in another (e.g., Pigeon Bay). The Kati Te Ruahikihiki settlement at Taumutu had close connections with people living further to the south in the Murihiku region, from whom they obtained assistance against Tamaiharanui during the Kai Huangā feud.⁴

These general patterns of hapu distribution had, however, been disrupted by the war with Te Rauparaha. One feature of the late 1830s and more especially of the 1840s was that the peninsula was host to a substantial number of Kai Tuahuriri from Kaiapoi, who had been forced to leave their hapu land. They were to be found in particular at Port Levy and the northern bays, but they also settled at Ohae, one of the kaika on the western side of Akaroa Harbour. Traditional Kai Tuahuriri territory was on the plains, rather than on the peninsula.

Edward Shortland also provides the best contemporary indication we have of who the principle people with land rights to Banks Peninsula were in 1844.⁵ He cautioned however that his knowledge of the subject was imperfect and that his information should be no more than the basis for further enquiries.

For the Akaroa area of Banks Peninsula, he lists the principle inhabitants of the different Akaroa villages (Tuauau and Parure from Onuku; Hakaroa and Te Ruaparāe from Wainui; Mautai from Opukutahi), all described as members of

¹J.W. Stack, in Jacobson, Tales of Banks Peninsula, 3rd ed., pp.6, 10, 15-17. Tutakahikura is recorded as Tutakakahikura in Stack, but not elsewhere. For an idea of the complexity of individual and hapu rights within Kai Tahu (as opposed to general trends), see the debate between Arapati Koti and Hakopa Te Ataotu in "Memorandum by the Rev. James W. Stack on the Nature of Title to Land according to Maori Custom", Appendix to the Journal of the House of Representatives, 1890, G-1, p. 22.

²"This population is made up of two tribes totalling 200 people at the most, of whom 150 still live at Port Cooper and 40 to 50 at Akaroa" (Lavaud, "Voyage et essai de colonisation", p.43).

³"Maopo [from Taumutu in the south] spoke, wakahoking Apera [Pukenui]'s boundary to this side of the Peninsula; Apera [from Port Levy] replied in a long speech about Tutekawa killed by Mokihi to which Maopo made no reply" (W. Mantell, Notebooks and Diaries, 29 Aug. 1849 (WTu: MS 1537)).

⁴J.W. Stack, in Jacobson, Tales of Banks Peninsula, 3rd ed., pp.23-24.

⁵Shortland to Bérard, 16 Feb. 1844 (Archives de La Grave: 370; Shortland Letterbooks, Hocken: MS 86/A; an abridged copy of this letter appears in his The Southern Districts of New Zealand, p.302-304).

Kati Te Ruahikihiki hapu. Later, Tuauau will be described as Kai Tarewa, Akaroa and Te Ruaparae as Kati Irakehu, and Mautai as Kati Mako.¹ All four of these hapu, however, had established rights to the southern part of the peninsula.

From another Shortland list,² one could add Pahuiti (Tamati Matene Paewhiti, Parure's "tuakana", residing at Onuku) and Tamakeke (living at Wainui) as having rights to land in the Akaroa area.

Shortland also lists chiefs living elsewhere who have recognised rights to the Akaroa area. These people include the very senior Kai Tahu chiefs from the far south of the South Island: Tuhawaiki, Patuki and Kahupatiti from Ruapuke, and Taiaroa and Karetai from Otakou. In addition, "Te Morehu etc." from Moeraki and "Te Rehe etc." from Te Waiteruati appear on the list, while from the peninsula itself there are "Tiakikai etc." from Taumutu, "Tikao etc." from the settlement on the west side of Akaroa Harbour, and "Iwikau etc." from Port Levy.

Hoani Tikao's claim is through his wife, Katari, according to Shortland, for Tikao himself was clearly identified with the Kaiapoi people at this time. Iwikau is included, not because he had a direct right to Akaroa, but because he was the chief person at Port Levy and "his consent is necessary to any sale of land in this district by natives". In 1840, Lavaud had seen Iwikau and, secondly, Tiakikai, as the principal chiefs at Port Cooper.³ One must add to this from Shortland's other list Pokene and Koroko from Otakou.

Shortland does not mention two other important Banks Peninsula chiefs, Maopo from Taumutu and Te Ikawera, the principal chief at Wairewa at this time, as having land rights to the Akaroa area. Maopo was Kati Te Ruahikihiki and so presumably had Akaroa land rights, but Te Ikawera was in fact Kai Tuahuriri and Kati Kahukura, which would not have given him qualifications for land in the southern peninsula.⁴ If another famous, if intermittent, Akaroa resident, Tangatahara, is not listed, it is because he was a member of Kai Tuahuriri and Kati Rakiamao, although, as a younger brother of Tamaiharanui's father, he may have had some claim.⁵ In Shortland's 1844 census, Tangatahara's three wives are named as residents of Wainui.⁶

For the northern side of the peninsula (Port Cooper, Port Levy, Pigeon Bay), Shortland gives a much briefer list of leading residents, partly perhaps because he spent less time there, partly because the majority of the residents were Kai Tuahuriri from Kaiapoi. For Pigeon Bay, he gives as the main local owners: Ka Tata, [Piripi] Te Puehu, [Moihi] Manunuiakarae and "Te Kaihaoe", who is presumably Riwai Kairakau, a leading member of Kai Tutehuarewa hapu. Iwikau, Tikao, Taiaroa, Tuhawaiki and Patuki are the secondary owners.

¹Smith-Nairn Commission, Evidence 21, 62 and 66, by Paurini Hirawea, 1879-1880 (Warc: MA 67). Tuauau is also listed as Kati Irakehu by Buller in 1861 (McKay, *Compendium*, II, p.133), while Akaroa and Te Ruaparae are listed with Tuauau as Kati Tarewa in the 1857 census (Canterbury Museum: Provincial Council, Inwards Letters separated from the Main Series, Box 5, item 10).

²Shortland, *The Southern Districts of New Zealand*, p.289.

³"Iwikao" and "Teakaiki" (Lavaud, "Voyage et essai de colonisation", p.43). By 1844 Hoani Timaru Tiakikai (of Kati Te Ruahikihiki) was residing at Taumutu.

⁴Enclosure 1, with Shortland to Chief Protector of Aborigines, 18 March 1844 (McKay, *A Compendium of Official Documents*, II, 126); Shortland, Journal (Hocken: MS 23).

⁵P.D. Garven, "The Genealogy of the Ngai Tahu", typescript, 1974-77, I/5c.

⁶Tangatahara had killed the Ngati Toa chief, Te Pehi, at Kaiapoi, had led the defence of Onawe pa against Te Rauparaha, and had escaped from his northern captors while still on Banks Peninsula. "Ka tangata hara" in Shortland's census of Taumutu, is a category, "the extra people", not a person.

For Ports Cooper and Levy, the main resident owners are listed as [Manihera] Te Kauamo, Ka Tata, Te Puehu, Taunuiaraki¹, Nohomutu and Manunuiakarae. The secondary owners are the same as those for Pigeon Bay, but with the addition of Pokene and Koroko.

One is a little surprised not to see the name of Apera Pukenui, a member of Kati Tutehuarewa hapu who became the principle chief at Port Levy on the death of Iwikau in 1844.² Hoani Tukutuku and Teone Te Uki of Kati Te Raki-whakaputa, Iharaira Tukaha and Apetera Kautuanui also had standing and land rights in the area. Wiripo Te Wakarukeruke was listed by Halswell as one of Port Levy's four high chiefs in 1844, but he may well have been a Kaiapoi man. Indeed, the reason why many prominent Banks Peninsula chiefs of the 1840s are absent from Shortland's lists is that they were really Kai Tuahuriri from Kaiapoi living temporarily at Port Levy. These included Aperahama Te Aika, Pita Te Hori, Hakopa Te Ataotu, Arapata Koti, Paora Taki and Paora Tau. Some of them had established some sort of link with the peninsula through living for some years in places like Rapaki which had, they claimed, been abandoned by their traditional owners.³

Shortland, then, provides names of many leading chiefs whom one would expect to find signing deeds conveying land on Banks Peninsula in the early 1840s.⁴

Shortland also explained to the French the difference between land occupied by a particular whanau and land held in common by a hapu or tribe:

"It must be borne in mind that whereas a great number of persons have a joint claim to those parts which have never been resided on, individuals and families have peculiar claims to those parts which are now in occupation, or have at any former time been in possession of an ancestor.

I mention this that you may understand how complex a matter it is to traffic with natives for their land, so as to prevent disputes subsequently and how consequently former European purchasers have fallen into error from imperfect knowledge of the language and customs of this people.

The form of any deed of sale appears to be of little importance, provided it be in the native language, and in simple terms, so as to be easily understood. But it is essential to embody in it the name of every native place taking care to have the signatures of its acknowledged claimants attached to the Deed."⁵

¹Taunuiaraki is quite likely to be Hone Paratene Tamainuiraki. Halswell's census list has "Ko Tanuiarongi".

²Pukenui appears (twice?) on Halswell's census list, but not as one of the four high chiefs.

³In keeping with his instructions to establish hapu affiliations, Mantell seems to have paid careful attention to separating out Kaiapoi and Banks Peninsula people when negotiating the sale of the Port Cooper and Port Levy Blocks in 1849. Only peninsula Maori signed the deeds. However, his published Kai Tahu census unfortunately excludes Banks Peninsula and Kaiapoi (Census of the Middle Island Natives made by Mr Commissioner Mantell in 1848 and 1853, A.J.H.R., 1886, G-16).

⁴However, there can be problems in identifying signatories to deeds because the Maori frequently had a number of different names: one or more traditional Maori names (e.g., Akaroa, Puhirere and Tihoka), a whaling name (e.g., Jacky Gay), a Christian name (e.g., John) and Maori transliterations of whaling (e.g., Tieki Kai) and Christian names (e.g., Hoani).

⁵Shortland to Bérard, 16 Feb. 1844 (Archives de La Grave: 370).

With his letter to Captain Bérard, Shortland enclosed a model deed for the French to use in any subsequent land transactions:

"Kua wakaae matou (names) nga Rangatira nga tangata i nga Kainga kua oti nei te tuhituhi i nga ingoa ki raro kia tukua rawatia aua wahi me nga mea o raro o runga ki a (names of people) kia mau ai ki a ia ake ake ake.

Ko te ritenga kua Wakaritea e matou hei utu i aua wahi. Koia tenei (write the payments) koia matou i tuhituhi ai io matou ingoa tohua ranei.

I te tirohanga o - names of witnesses - vendors' signatures.

Kua riro mai i a matou nga utu i tuhia ki roto ki te puka puka nei.

I te tirohanga - names of witnesses - signatures of vendors."

Shortland provided his own translation into English:

"We (names) the chiefs and persons who have a right in the lands the names of which are written below have consented to yield them entirely to Mr with all above and below ground, to be his for ever.

The payment[s] for those places agreed to by us are as follows (write the payments) therefore have we written our names or marks below.

In presence of Names

Receipt. We have received the payment stated within the deed.

Witness[es] Names"

~~This information arrived far too late, however, for Langlois to use in 1840.~~

Shortland's main source for his Banks Peninsula information was the census he undertook early in 1844. The complexity of the Maori ownership of the area can be seen in Iwikau's testimony before Land Commissioner Godfrey in 1843, when he explained that Te Matenga Taiaroa had a claim through his mother, Te Hika, but only with many others and only to certain places. Taiaroa had no right to Pohue (at Port Cooper) or Kokakongutungutu (at Pigeon Bay), a small right to Kokaihope (at Port Levy), and a right to all land about Akaroa.¹

Another feature of the Banks Peninsula Maori population during the 1840s was the large number of returned captives who had recently arrived back from the North Island. The fact that they were former captives does not seem to have affected their rights to land in the eyes of fellow Kai Tahu who had remained on their tribal territory right through the period of war.²

¹ BPP NZ 2 1844 (556) App. 436.

² Smith-Nairn Commission, Evidence 76, testimony of George Robinson Clough, 16 March 1880 (WArc: MA 67). On the general question of the land rights of former captives and the primacy of the notion of occupation, see "Opinions of Various Authorities on Native Tenure", Appendix to the Journal of the House of Representatives, 1890, G-1, pp.7-8 (Spain), 9 (Clarke), 13 (White) and 22 (Stack).

THE AUGUST 1840 LAND DEALS

After outlining the circumstances in which these land deals took place, I shall examine the French and then the Maori interpretation of these transactions.

THE CIRCUMSTANCES

Langlois had taken his 1838 land deed back to France and sold his rights to Banks Peninsula to the newly formed Nanto-Bordelaise Company, of which he was a director and major shareholder. The company's aim, with the backing of the French government, was to colonise the southern islands of New Zealand. Langlois was sent out to New Zealand on the Comte de Paris with some fifty-five colonists to buy up land. A French naval corvette, the Aube, commanded by Captain Lavaud, also set out for New Zealand. Originally instructed to supervise French whaling ships in the area, Lavaud was also given the office of King's Commissioner with the additional responsibility of representing the French government in the new colony until the arrival of a Governor.

1. Pigeon Bay

When Langlois arrived at Banks Peninsula on the Comte de Paris, he put in first to Pigeon Bay as the weather did not allow him to enter Akaroa Harbour, where he was to rendez-vous with the Aube. This was late in the afternoon of 9 August 1840. The next day he sent his second-in-command, Desprairies, in a boat to see if the Aube had arrived at Akaroa, further round the coast. Desprairies returned on 11 August, without seeing the Aube and, as he did not report H.M.S. Britomart either, he cannot have entered Akaroa Harbour.¹ Langlois, who had not previously called at any Australian or New Zealand port, knew nothing of British proclamations of sovereignty over the South Island earlier that year.²

Langlois, assuming quite correctly that he had arrived before the Aube, went ahead with the land-purchasing task entrusted to him by the Nanto-Bordelaise Company. He was firstly to confirm his earlier purchase of Banks Peninsula and hand over to the Maori the remaining 850 francs (£34) payable on entering into possession of his land. Only 150 francs (£6) of the total price of 1000 francs (£40) had been paid in 1838. Once the purchase of Banks Peninsula had been confirmed, he would move to his next duty, the buying up of the rest of the tribal land of the South Island Maori.

Accordingly, Langlois went to visit the Port Cooper Maori the very night he arrived and invited them to a meeting the next day, the 10th, when Langlois and the chiefs began their negotiations. "I remember the second arrival of Captain Langlois," said Iwikau. "The ship anchored in Pigeon Bay. He, Captain Langlois, proposed to the natives who went on board to purchase

¹Mémoire adressé aux arbitres par MM. Langlois et Fieux, 28 Oct. 1843 (Archives de La Grave: 371/B).

²Godfrey was mistaken in thinking that the Comte de Paris called at Hobart Town (Godfrey to G. Hope, 2 July 1845, Enclosure VI, with Lord Stanley to Lt-Governor Grey, 7 July 1845, National Archives: G1/13).

land."¹

A long oral discussion extending over several days ended, according to Iwikau, when "we signed our names to a paper, and then received payment." Belligny, an official agent of the Nanto-Bordelaise Company who was travelling with Langlois on the Comte de Paris, described how this was done to seal an oral agreement, and not a written one:

"The tatoos of the vendors, ascribed on loose sheets of paper, put the seal on the treaty that was not written down and had no witnesses, even though seven French whaling captains were on board, the natives leaving it, doubtless, to Mr Langlois to draw up the deed, in accordance with the points they had agreed on. [...] I had nothing to do with all this intrigue ["tripotage"], at least openly".²

According to his instructions, once he had confirmed his purchase of Banks Peninsula, Langlois was to proceed urgently to buy up the rest of the South Island from the Maori.³ The two deeds that were eventually drawn up were dated 11 and 12 August, at Pigeon Bay.⁴ The first purported to sell Banks Peninsula, the second to convey a further, much greater area of land to the Nanto-Bordelaise Company.

According to the wording of both deeds, they were read out to the vendors in the Maori language. This would have been rather difficult if, as Belligny and Lavaud said, the deeds were drawn up after the signatures were placed on blank sheets of paper. However, Langlois seems to have at least had some written proposals to serve as the basis for discussion, even if it were just the model deeds the Nanto-Bordelaise Company had given him. Negotiations between the French and the Maori in Pigeon Bay were conducted in English, with a North Island Maori acting as interpreter: "We signed our names to a paper, and then received payment. Captain Langlois read it in English, and explained it to a native (Tomi, a Ngapuhi), who understood a little English."⁵

The Maori who are named on Langlois's deeds dated 11 and 12 August are substantially the same, with variant spellings and a few more signatures appearing on the second deed. The same person may well be included under two different names (e.g., Jimmy and Nohomutu):

¹Iwikau's testimony in court, 5 Sept. 1843, corroborating that of Tikao, Parure and Nga Mana, 30 Aug. 1843 (BPP, NZ 2 1844 (556) 435-436).

²Belligny to Nanto-Bordelaise Company, 2 September 1840 (Archives de La Grave: 369/D19). One needs to be a little careful with Belligny's testimony as he and Langlois were on very bad terms. However, Captain Lavaud confirms that the signatures were on blank sheets of paper and that they were still blank sheets of paper when Langlois turned up in Akaroa with them (Lavaud, Akaroa, 1986, pp.29-31). These comments seem to apply to the two deeds, dated 11 and 12 August. Belligny's word "tripotage", which I have translated as "intrigue", implies underhand dealings, shady business. I have been unable to decipher several words in the final sentence of the quotation, but am satisfied that I have conveyed its general sense.

³Archives de La Grave: 369/D16.

⁴The 12 August 1840 deed contains an addendum dated Akaroa, 24 August 1840.

⁵Iwikau's testimony to Godfrey, 5 Sept. 1843 (BPP NZ 2 1844 (556) App. 436). Langlois's notes, like the deeds, were presumably written in French, not English. "Read" is probably an incorrect assumption of Iwikau's translator. A Nga Puhi named Tomi was living at Opukutahi with his Kai Tahu wife, Toko, in 1844 (Shortland, Journal. Hocken: MS 23).

11 August 1840

Touwauwau [Tuauau]
 Pouwa [Poua]
 Taria [Toria?]
 Horiri [Te Horiri]
 Teau [Te Ao]
 Houkaholo [Jacky White]
 Kawimowei [Te Kauamo]
 Tepouehoue [Te Puehu]
 Kopukeni [Pukenui]
 Ancieroa [Akaroa]
 Maitaie [Mautai]
 Timaguigui [Tamakeke]
 Hoko
 Pola
 Kakao [Kaikaho?]
 Pluréhoubo
 Paluré [Parure]
 Chikau [Tikao]
 Chigary [Jacky Lynx]
 Irrikeia [Iwikau]
 Kononitu [(Ko) Nohomutu]

12 August 1840

Touwauwau [added 24 Aug.]
 Pona / Poua [Poua]
 Taria
 Horiri
 Teau
 Houkaolo / Hougaloa
 Kawemouie
 Tepouehoue / Teponehone
 Poukenouhi / Kopukenui / Poukimouhi

 Maitaie
 Temaguigui
 Hoko
 Pola / Poola / Poota
 Kakao
 Pluré-Houbo
 Paluré
 Chikau
 Chigary / Chigarey
 Iwikau
 Konomutu
 Jemmy [Jimmy]
 Emona [Mana]
 Trua Paria [Te Ruaparae]
 Thomé / Thomy [Tommy]
 Chouna / Ehonaio [Tahuna?]
 Hori / Tehory / Tolé Lehoré [Te Hori]
 Etuaui [Tuau, added 24 Aug.]

There are minor differences, particularly of spelling, between different copies of the same deed and, indeed, within the same copy. Those listed and identifiable include some of the principal chiefs from both the north (Nohomutu, Pukenui, Iwikau, Te Puehu, Te Kauamo) and from the south (Tuauau, Tikao, Parure, Mautai, Tamakeke) of Banks Peninsula. Of two other important Akaroa chiefs, Te Ruaparae has his name on one of the two deeds, while his son, Akaroa, quite possibly appears on both, although this latter identification is not certain.

The Colonial Office copies of the two deeds are unique in having facsimile copies of the moko and signatures of Pukenui, Iwikau and Nohomutu - but of none of the other Maori. They occur near the end of the deeds, where other copies bear the words "signatures illisibles" - unreadable signatures. They were the main Port Cooper chiefs and they were presumably the ones who signed blank pieces of paper at Pigeon Bay. The full list of signatories on these copies has been annotated in pencil, probably by Land Commissioner Godfrey in 1845.

It is curious that the moko and signatures of the other Maori are not on these facsimile copies of the deeds, especially on that dated 12 August, which reproduces the signatures of the European witnesses. This raises the possibility (but does not prove) that, apart from Pukenui, Iwikau and Nohomutu, the Maori listed as signing did not sign these deeds at all. Only an

examination of the original deeds could resolve this question. The fact that Nohomutu and Pukenui's moko and signatures are on the 11 August deed, while they are not in the list of signatories is further evidence of confusion and unreliability. It is not sufficient to argue that they were, as the text says, unreadable. Iwikau's signature is also declared to be unreadable and yet he appears among the signatories. And both Nohomutu and Pukenui are included in the list of signatories of the 12 August deed.

Tuauau's name appears on all the copies of the 11 August deed as the first signatory, and yet he gave clear evidence, corroborated by others, that he was not present at Pigeon Bay: "I was not present at the sale of the land by Tikao and others of my young men".¹ This is borne out by the 12 August deed, where his name was added on 24 August. One can therefore conclude that at least some of the signatures on the 11 August deed were added some days later.

Unlike the original 1838 deed and despite what Belligny claimed, these two deeds both now bear the signatures of a number of European witnesses. They are in the main officers or crew of the Comte de Paris: François Kyrié, Formey de St Louvent, J. Benoît, Lesant, Desprairies and Dr François Bonnet, but also Aimable Langlois, who was on the Aube and who was therefore not in Pigeon Bay on or about 11 and 12 August. The Aube was outside the Akaroa Heads that day, waiting for favourable winds to allow it to enter Akaroa Harbour, which it finally did on 15 August.

On the 12 August deed, the European witnesses' signatures - and the moko of Iwikau, Nohomutu and Pukenui - appear on the deed after a receipt of payment dated 24 August, and there is an indication that Dr Bonnet and Aimable Langlois added their signatures at a later date than the others. The end of the 12 August deed gives the impression of being cobbled together from different pieces of paper, written at different times.

It would seem, then, that, after coming to an oral agreement with Iwikau, Nohomutu and Pukenui at Pigeon Bay, Langlois obtained their moko and signatures on a number of sheets of paper. Later at Akaroa, he obtained further Maori signatures (or merely wrote up a list of names) and the signatures of European witnesses. Before or after these additions, he drew up the deeds, which may or may not reflect faithfully the oral discussions that took place.

As we have seen, some of the signatures on these two deeds could not have been placed on them at Pigeon Bay on the 11 and 12 August, as the signatories are known to have been elsewhere at that time. The evidence points very clearly to the deeds being the result, not only of oral negotiations in Pigeon Bay prior to the departure of the chiefs on 14 August, but also of further negotiations in Akaroa after the arrival there of the Comte de Paris on 16-17 August 1840. The first signing and payment probably occurred on 14 August at Pigeon Bay, when the whaling captains that Belligny mentions as being available as witnesses came on board the Comte de Paris.² The dates on the two Pigeon Bay deeds are certainly a fiction, and probably reflect Langlois's

¹BPP, NZ 2 1844 (556) App. 435-436.

²Belligny to Decazes, 22 Aug. 1840 (Archives de La Grave: 369/D19). He talks of seven French and one American whaling captain. The French whaling ships in the area at that time included the Pauline, Duc d'Orléans, Asia, Angéline, Cousin, and Rubens.

desire to give as early a date as he dared to the agreement. Explicit confirmation of the later drawing up of the 12 August deed is given by Lavaud, when he writes:

"I shall also mention to Your Excellency the acquisition the Captain made bearing the date of 12 August 1840 even though it was concluded later. He asked me for my advice before doing it; I informed him that the natives were forbidden to alienate their land and that Europeans were advised that any transaction made between them and the natives of New Zealand for part of the territory would be regarded as invalid as from the date of the proclamation of Sir George Gipps, Governor General of New South Wales, in the name of Queen Victoria, but he chose to take no notice."¹

The deeds were drawn up in Akaroa when Langlois knew about the proclamation of British sovereignty, even if they were at least partly based on oral negotiations conducted at Pigeon Bay before he had received this news.

The Maori left the Comte de Paris, "loaded with gifts", on 14 August.² The Comte de Paris left Pigeon Bay for Akaroa on 15 August, when Langlois learnt from a passing whaling ship, the Pauline, that it had met the Aube at the entrance to Akaroa Harbour. This news put an end to Langlois's preparations for a solemn declaration of French sovereignty, in the presence of one American and seven French whaling captains.³

2. Akaroa

H.M.S. Britomart, Captain Stanley, arrived at Akaroa on 10 August 1840 to establish an official British presence there. After spending a number of days at the harbour entrance, the French naval corvette, Aube, finally managed to enter Akaroa Harbour on 15 August and anchored beside the Britomart at Onuku on 16 August.⁴

Seven Onuku Maori chiefs went on board the Aube that day and spoke with Lavaud, through Father Comte who acted as interpreter. Lavaud gave them a number of gifts, being particularly generous to Tuauau. They told him, however, that they had never sold Banks Peninsula to Langlois. Despite his astonishment at this news that made him realise for the first time that Langlois did not have a valid claim to Akaroa land, Lavaud told them that he was going to place some colonists in Paka Ariki Bay, "promising them they would be given an indemnity for the Akaroa land that I knew chief Tiakinkiri had sold, along with all of Banks Peninsula, two years earlier; but to keep my promise a secret. They appeared satisfied and returned to their village".⁵

The Comte de Paris was negotiating the entrance to Akaroa Harbour late on

¹Lavaud to French Minister of the Navy, 29 Dec. 1841 (Archives Nationales: Marine BB4 1011).

²Belligny to Decazes, 22 August 1840 (Archives de La Grave: 369/D19). This is corroborated by Tikao, who said that he arrived at Akaroa from Pigeon Bay two days before the Comte de Paris.

³Belligny to Decazes, 22 Aug. 1840 (Archives de La Grave: 369/D19).

⁴Aube log (Archives Nationales, Paris: Marine 5JJ 351).

⁵Lavaud, Akaroa, 1986, p.22. The secret was necessary if the British were to be kept in the dark about the dubious validity of Langlois's land claims.

16 August, and finally anchored in Paka Ariki Bay at 3.30 p.m. on 17 August. The next day, sailors from the Aube erected two sail-cloth tents for the colonists, who disembarked on 19 August. By 20 August, land had been chosen for the colonists' houses:

"We [Captains Lavaud and Stanley] then went, along with Mr Belligny who had joined me, to visit Paka-Ariki (Messrs Robinson and Murphy, magistrates who were passengers on the Britomart, were with us), in order that, the bay being already occupied by some British people, boundaries for our new settlement should be determined until there was perfect agreement between the claimants and the governments. It was agreed that they would extend from the first river on the right as you enter this bay, up to and including, following the shore, the little peninsula at the far end of Akaroa, leaving free and unoccupied the whole area to the west of the first river, through to the little bay where Green, Mr Rhodes's farmer, lived: this decision seeming necessary to us, at the beginning of our settlement, to separate it from the British. Some natives followed us as we walked about, and everything was agreed to very happily."¹

The river referred to is Pakaiariki Stream. One might expect the "little peninsula" to mean the headland between Pakaiariki Bay and Takamatua, as Lavaud was writing this in 1843, when "Akaroa" could refer to the French village. Or, because "Akaroa" would have referred to Akaroa Harbour in 1840, when the events described took place, the little peninsula might seem to be Onawe at the head of the harbour. However, a Belligny letter suggests that the bay shown on Cécille's map as Paka-Ayao (Robinson's Bay) lay outside the area where the French colonists might settle. This would mean that the headland between Takamatua and Robinson's Bay marked the agreed limits for French settlement, because settlers were sent to Takamatua while Stanley was still present and there is evidence that Lavaud did not allow any colonists to take up land outside the agreed area.²

The agreement Lavaud describes seems to have been made between the French and Stanley, rather than between the French and the Maori. There is no mention of an interpreter being present on this occasion to mediate between the Europeans and the local Maori. However, Tikao would later confirm that the Maori, as well as the British, agreed, possibly on another occasion, to an arrangement very like this one.³

Knowing that the British would not recognise individual land claims that were in excess of a certain area, Lavaud arranged for the settlers to be given land that, in total, did not go beyond this limit, which Lavaud rounded up to 3000 acres:

¹Lavaud, Akaroa, 1986, p.29. Exact dates for these events are hard to determine, as there are often differences of one day in different accounts, probably the result of some ships' logs keeping European, not local, time.

²"It was unfortunately impossible for me to put our colonists outside the boundaries agreed to by Captains Lavaud and Stanley". Belligny to Nanto-Bordelaise Co., 23 March 1841 (Archives du Ministère des Affaires Etrangères, Paris: Mémoires et Documents, Océanie, vol. 15, ff. 76-82). For Cécille's map, see Maling, Early Sketches and Charts of Banks Peninsula, 1981, plate 8. Paka-Ariki and Pakaiariki are variant spellings of the same name.

³Testimony before Commissioner Godfrey, 30 Aug. 1843 (BPP NZ 2 1844 (556) App. 435).

"The houses grouped on different points will occupy a fairly vast area of land so that, if the peninsula is abandoned to Britain, the 3000 acres the company would have a right to would be situated in the interval between the first and last group of colonists. This distribution which has not, I know, everyone's approval, has been adjudged to be right by Captain Lavaud".¹

This was part of Lavaud's strategy in the circumstances he suddenly found himself in: the British had declared sovereignty over the South Island, Langlois's 1838 deed looked unconvincing. Langlois felt that he was still under an obligation to continue land purchases in accordance with his instructions. Lavaud, however, told him that he must consolidate his claim to Banks Peninsula and not undertake further purchases. Because the Port Cooper, but not the Akaroa, Maori had signed Langlois's 1838 deed, Lavaud asked Langlois to rewrite that deed, so that the Akaroa Maori could add their signatures to it:

"I confess to my shame, for it is dishonest, that it was necessary in order that in the eyes of the British authorities we have at least a semblance of a right to the ownership of the land at Akaroa, for me to make Mr Langlois understand that it was absolutely necessary to draw up a contract with the native chiefs of this area and to date it 2 August 1838, for the latter did not sign the early contract drawn up at Port Cooper and had not even been consulted about the sale of their land, which this contract written by Mr Langlois included all the same, and they declared to me unanimously, that Mr Langlois was in no way the purchaser of land belonging to them in this part of the peninsula. In this way, whether the country remains British, becomes independent or French, the Company will always be able, in the worst possible eventuality, to keep 3000 acres of land, the absolute limit of concessions that Britain will allow her subjects whatever the area over which they may have rights to assert. I had advised Mr Langlois to make two separate contracts in order to give 6000 acres but this is not yet done and I do not know if it will be."²

A new deed, ante-dated 2 August 1838, was negotiated with the Maori at Akaroa, at the end of August or the beginning of September 1840:

"The sale deed for Banks Peninsula not being in proper form and needing to be renewed when receipt of the second instalment was acknowledged, I got Mr Langlois to assemble the Zealanders on his ship and to terminate the business. I told him that he had a copy of the way this deed was to be written, a copy of which had been sent to me thanks to the Duke Decazes, but that in the present state of affairs, it seemed to me that some details had to be changed, and to help him with my advice and opinions, I drew up a rough copy for him to read at his leisure. He took it back with him, but did not choose to take any

¹Belligny to Decazes, 26 Aug. 1840; Belligny to Nanto-Bordelaise Co., 2 Sept. 1840 (Archives de La Grave: 369/D19). The official limit was 2560 acres.

²Lavaud to Nanto-Bordelaise Co., 3 Sept. 1840 (Archives de La Grave: 369/D7). The two 3000-acre deeds were never drawn up. For other accounts of the drawing up of the ante-dated deed, see Belligny to Nanto-Bordelaise Co., 2 Sept. 1840 (Archives de La Grave, 369/D19); Maillères to Wood, 25 June 1845, Enclosure V, with Lord Stanley to Grey, 7 July 1845 (National Archives: G1/13).

notice of it, bringing me the original deed of the new contract, written up, signed and finalised in such a way that it could still give rise to difficulties. There was no remedy, apart from drawing up a new document, but the Zealanders had left and it was very difficult to assemble them together again. He did not try to, and the matter rested there. Mr Langlois made several copies of this contract which I certified as true copies of the original; one of these documents was given to Mr de Belligny, the representative of the Nanto-Bordelaise Company, Mr Langlois not wishing to leave the original in his hands. It is to be noted that the natives who appear as sellers and who acknowledge receipt of payment on this latter contract, are not the same, apart from one or two, as those who signed the first contract of sale. When I pointed this out, I was told that the first ones were no longer at Port Cooper, but that chief Chégary (Teakirikiri) had signed both."¹

During the Akaroa negotiations the French missionary, Father Jean-Baptiste Comte, acted as interpreter.² Comte had arrived in New Zealand in December 1839 and had learnt Maori in the Hokianga where he had spent some months in a Maori community. Within a few years, his Maori was very good, and it must already have been quite proficient in 1840. However, Comte acknowledged some difficulty in adjusting to South Island Maori speech: "here it is very hard to hear what they are saying. They hardly articulate at all. They pronounce the letter 'g' [i.e., 'ng'] like the letter 'k', or rather they have no 'g' at all. The letter 'r' is very hard to pronounce properly as it is halfway between 'l' and 'r', which is not the case in the North Island". Comte declared himself "very happy when I am among the Maoris, far from Europeans." "I am very fond of the Maoris. And God has made them very fond of me." And yet he did not idealise them, and contrasted Bishop Pompallier's "superficial" knowledge of the Maori with that of priests like himself who lived in Maori whare, saw the detail of their everyday lives and learnt to see how they thought and felt.³

Lavaud and his officers were present at various times during the negotiations.⁴ The signatures of three officers of the Aube appear on the deed as witnesses, much to Lavaud's later embarrassment. They did not sign in their official capacity, but as individuals, he claimed, and Lavaud's own signature on certified true copies was not to be seen as his endorsement of the validity of the sale.⁵ Nevertheless, their participation in this agreement makes this the most official of the 1840 deeds. Undertaken by Langlois on Lavaud's initiative and not his own, it was meant to bring the Akaroa Maori into the land purchase agreement and to convince the British authorities of the validity of the French claim to have bought Banks Peninsula in 1838.

¹Lavaud, "Voyage et essai de colonisation à l'île du sud" (Service Historique de la Marine, Vincennes: GG2 50/30, pp.50-51).

²Father Tripe to Father Colin, 23 Nov. 1840 (Generalate Archives of the Society of Mary, Rome): Father Comte "was extremely useful in clearing up certain very difficult questions that had arisen between the French purchasers of the peninsula and the native vendors".

³Comte to Colin, 15 and 25 April 1841, 5 March 1842 (WTu: Micro Ms 669, reel 12).

⁴"A gathering of natives at which I was present took place on board the Comte de Paris, to renew and sign the 1838 contract for the sale of Banks Peninsula" (Lavaud, Akaroa, 1986, p.29).

⁵Observation du capitaine Lavaud, Paris, 28 Oct. 1843 (Archives du Ministère des Affaires Étrangères, Paris: Mémoires et Documents, Océanie, vol. 16, f. 101).

The list of Maori signatories is very similar to that of the deeds dated 11 and 12 August, following much the same order, and again includes leading people from both the north (Te Kauamo, Te Puehu, Pukenui, Iwikau) and the south (Tikao, Tuauau, Mautai, Akaroa, Tamakeke, Parure) of the peninsula:

<u>11/12 August</u>	<u>New 1838 deed</u>
Thomé	Thomé [Tommy]
Chikau	Chikau [Tikao]
Touwauwau	Touwauwau [Tuauau]
Taria	Taria
Pouwa	Pouka / Pouwa
Teau	Teau / Teoo / Teaho [Te Ao]
Horiri	Horiri / Heriri [Horiri]
Hori/Tolé Lehor	Hory called Talé [Te Hori]
Houkaholo/Houkaolo	Houkoola /Hone Kakolo [Jack White]
Kawemouie	Kaooimaoué [Te Kauamo]
Tepouehou	Tepouehou [Te Puehu]
Maitaie	Maintahii / Maitaie [Mautai]
Ancieroa	Ancieroa [Akaroa]
Temaguigui	Temaguigui [Tamakeke]
Hoko	Hoko
Pola	Pola
Kakao	Kakao [Kakahu? Kaikaho?]
Pluréhoubo	Plueré-houbo
Paluré	Palure [Parure]
Poukenouhi	Poukenouhi [Apera Pukenui]
Jemmy	Jemmy [Jimmy]
Emona / Thomé	Emana, called Thomé [Mana]
Chigary	Chigary [Jacky Lynx]
Iwikau	Hiwikau [Iwikau]
etc.	Jhon [John] Tavea
	Tawiwi [Warihe Tawiwi]

None of these 1840 deeds bears the signature of Kai Tahu, with rights to Banks Peninsula, who lived outside of the peninsula: people like Tairaroa, Karetai and Tuhawaiki.

THE PRESENT WHEREABOUTS OF THE DEEDS

1. 11 August 1840, Pigeon Bay.

Langlois did not give Lavaud a copy of this deed until 28 July 1841 because, he said, he had only one duplicate which he could not spare.¹ Lavaud drew up a certified true copy and sent it back to Paris with his despatch of 5 January 1842. The original of this deed was retained by Langlois, who still had it in his possession in 1844,² but it would seem that he entrusted it to Maillères when the latter returned to London in June 1845 to justify the French land claim

¹Langlois to Lavaud, Port Levy, 28 July 1841 (Service Historique de la Marine: GG2 50/3f). This remark also applies to the 12 August 1840 deed.

²Langlois to Léon Maillères, 16 Nov. 1844 (Archives de La Grave: 369). In this letter, Langlois gives the date of this "renewal of the 1838 treaty" as 10 August 1840.

before the British Colonial Office.¹ Its present whereabouts is not known. If it has not been destroyed, it may be held by Langlois's family,² or be among the "treaties with the natives" acquired in 1849 by the New Zealand Company.³ There is no mention in the deed of a copy being given to the Maori vendors.

However, many copies were made. As well as the copy sent by Lavaud back to the French Naval Ministry, another went to the French Foreign Affairs Ministry.⁴ A further copy is filed alongside copies of the documents Belligny handed over to Land Commissioner Godfrey in 1843, although it was not in fact produced on that occasion, as Godfrey himself confirmed when he eventually sighted the deed.⁵ A copy was sent by the Colonial Office to Governor Grey.⁶ In the copy retained in London,⁷ the list of Maori signatories has been annotated, presumably by Godfrey, who was asked to examine and report on the Nanto-Bordelaise deeds when he was in London in 1845. This is a copy of a copy, not the original, but it does contain some Maori signatures (presumably careful copies of the original signatures), as well as the list of signatories. In this respect it can be seen as a facsimile copy. However, it has no facsimile European signatures, but only names.

2. 12 August 1840, Pigeon Bay; and 24 August 1840, Akaroa.

The story of this deed's whereabouts is exactly the same as that of the 11 August 1840 deed: Langlois did not give Lavaud a copy of it until 28 July 1841, Lavaud drew up a certified true copy on 6 August 1841, and sent one back to Paris with his despatch of 5 January 1842. The original of this deed was retained by Langlois, who still had it in his possession in 1844.⁸ It was probably shown to the Colonial Office in London in 1845, and could have been handed over to the New Zealand Company in 1849. However, its present whereabouts is not known. According to the text of the deed, there were two copies of the deed, one for the Maori vendors, the other for Langlois as representative of the French Company. There is no evidence that a copy was ever given to the Maori: Langlois indeed seems to have had both copies in his possession nearly a year after the signing.⁹

Copies of this deed are to be found in Lavaud's correspondence with the French Naval Ministry; in the French Foreign Affairs Archives, the Decazes Papers, the British Colonial Office files and the New Zealand Governor's

¹Maillères to Stanley, 10 June 1845 (CO 209/41, f.434-435).

²Langlois is a very common name: it has not yet been possible to trace descendants of the family, which no longer lives in the village where he was born: La Luzerne (Manche).

³Few and Co. to Harington, 2 Oct. 1849, with schedule; Harington to Fox, 2 Oct. 1849 (WArc: NZC 102/20, p.288-292).

⁴Archives Nationales: Marine BB4 1011, enclosed with Lavaud's despatch of 5 January 1842. Archives du Ministère des Affaires Etrangères, Paris: Mémoires et Documents, Océanie, vol. 13, ff.128-131.

⁵Archives de La Grave: 371/B; Godfrey to Hope, 2 July 1845 (CO 209/41, ff.286-90).

⁶Enclosure no. 2, with Lord Stanley's despatch to George Grey, 7 July 1845, National Archives: G1/13. Among the enclosures, but not listed separately, is Maillères's comparative table of the signatories of the different deeds.

⁷CO 209/41, ff. 438-441.

⁸Langlois to Léon Maillères, 16 Nov. 1844 (Archives de La Grave: 369). In this letter, Langlois gives the date of this "renewal of the 1838 treaty" as 10 August 1840.

⁹Langlois to Lavaud, Port Levy, 28 July 1841 (Service Historique de la Marine: GG2 50/3f).

papers.¹ Once again, it is the Colonial Office copy that is the most significant, as it bears facsimile signatures that show it has been carefully copied from the original. And it has been annotated in pencil by someone, probably Godfrey, with on-the-spot knowledge.

3. The deed ante-dated 2 August 1838

A copy of this deed, certified as correct by Lavaud, was presented to Land Commissioner Godfrey when he enquired officially into the Nanto-Bordelaise Company's land claim in 1843. A copy is now held in the National Archives, Wellington.²

Another manuscript copy, certified as correct by Belligny on 15 January 1841 (as well as by Lavaud), is held in the archives of the French Ministry of Foreign Affairs.³ It is given a title which can be translated into English as: "New Zealand. Deed of Acquisition of Banks Peninsula. 2 August 1838. 14 August 1840". There is also a marginal note, translatable as: "Copy of the rectification of the Langlois treaty with the natives by Captain Lavaud". From what we know of the circumstances in which the deed was drawn up, 14 August 1840 is not a possible date. This could be a misreading of 24 August 1840. Surprisingly, there is no copy of this deed in the French Navy's records.⁴

Because this version of the 1838 deed was presented to the Land Commissioners and was subsequently published in British Parliamentary Papers, it has been falsely assumed in some influential historical works to be the original deed. And published versions of the deed have introduced variants and errors of detail, particularly with the spelling of names.⁵

THE FRENCH UNDERSTANDING OF THE ORAL AGREEMENTS

Langlois's version of what was agreed upon during the oral discussions is represented by the contents of the deeds that he drew up. His submission to a French court in 1843 assumed that the deeds meant exactly what they say.⁶

1. Main features of the 11 August 1840 Deed

Boundaries and Reserves

This confirmation of the original deed retains some of its wording, but is much longer. It is more precise in defining the land sold and gives new figures for its

¹Lavaud, despatch of 5 Jan. 1842, Enclosure 2 (Archives Nationales: Marine BB4 1011). This is a copy of Lavaud's copy; Archives du Ministère des Affaires Etrangères: Mémoires et Documents, Océanie, vol. 14, ff.132-138; Archives de La Grave: 371/B; CO 209/41, ff.442-447; Enclosure no. 3, with Lord Stanley's despatch to George Grey, 7 July 1845 (National Archives: G1/13).

²OLC 1/1048.

³Mémoires et Documents, Océanie, vol. 13, ff.92-94. Belligny's signature is in his own hand, but Lavaud's is not.

⁴This is perhaps linked with the fact that Lavaud's despatch of 6 Sept. 1840 is also missing from Marine BB4 1011.

⁵BPP NZ 2 1844 (556) App. 438-439; Buick, The French at Akaroa, 1928, pp.11-14; Akaroa and Banks Peninsula 1840-1940, 1940, pp.184-187.

⁶"Mémoire de Langlois et de Fieux", 28 Oct. 1843 (Archives de La Grave: 371/B).

latitude and longitude. Langlois saw the new boundaries as advantageous to the company, as the "isthmus" which joined the peninsula to the mainland was now included and the land reserved for the Maori, formerly described merely as tapu land and cemeteries, was redefined: ten acres near a French settlement and twenty square metres within a settlement for each Banks Peninsula Maori, men, women and children. The new boundary was a line between the little bays at Double Corner to the northeast and Sandy Corner¹ to the southwest, which took in rather more than the narrow "low sandy neck" which figured on the very imperfect maps of the peninsula at that time.²

Sovereignty

A charter, presumably based on the model deed drawn up back in France by the Nanto-Bordelaise Company for Langlois's guidance, formed part of the new deed of purchase. This charter specified that, according to the reckoning of the Maori themselves, there were one hundred and sixty Maori who would have these Banks Peninsula land rights. The Maori, said the charter, would have the status and responsibilities of French citizens, including voting rights and the possibility of military call-up. Land could be passed on to children or sold to other Banks Peninsula Maori, to the French or to the children of mixed marriages. The deed assumes French sovereignty over the purchased land.

Price

The Maori asked for and received much more than the 850 francs (£34) stipulated in the 1838 deed. They told Langlois that this was required because there were now many more Maori at Port Cooper than two years earlier. This can be partly explained by the recent return of some Kai Tahu who had been prisoners of Ngati Toa and its allies since 1832 and also by the return to Banks Peninsula of some Kai Tahu who had been living further to the south. And according to the testimony of Tikao, Parure and Nga Mana, it was also because, this time, there were Maori from both the south and the north of the peninsula: "five boats of natives went there from Port Cooper, and two from Akaroa".³ Langlois also asserted that he was in a weak bargaining position because he did not have the original deed in his possession. And he did have a shipload of colonists who had to be put somewhere.

The new deed acknowledged this increased payment, without specifying the sum. Langlois handed over many of the goods to the Port Cooper Maori in his cabin and was not very forthcoming to other Europeans about their value, probably because he was supposed to be completing his original purchase with his own money and not with company goods. He did, however, concede at the time that 4500 to 5000 francs' worth of goods (£180 to £200) from the Comte de Paris's cargo was given to the Maori on this occasion.⁴

¹Double Corner is well to the north of the peninsula being at the mouth of the Waipara River (Hight and Straubel, A History of Canterbury, vol. I, 1957, p.129n). The location of Sandy Corner ("Coin de Sable") to the south of the peninsula is not known. An 1843 map has the Kaitorete Spit marked as "Sandy Neck" (Hight and Straubel, I, plate 8).

²P.B. Maling, Early Sketches and Charts of Banks Peninsula 1770-1850, 1981, plates 3a, 3b, 4a, 4b.

³BPP, NZ 2 1844 (556) App. 435-436. The French, however, make no reference to any Akaroa Maori being present at Pigeon Bay at this time.

⁴Belligny to Nanto-Bordelaise Company, 2 September 1840 (Archives de La Grave: 369/D19).

Another deed, the one ante-dated 1838 but drawn up in 1840, would seem to indicate that goods to the value of 5850 francs (£234) were given out, partly at Pigeon Bay and partly at Akaroa, a figure used by Belligny in his accounts.¹ This was possibly a slightly conservative estimate, for the Nanto-Bordelaise Company, asking Langlois to reimburse the sum involved, later stated that the goods were bought for 7031.81 francs (£281).² The list of goods incorporated in the ante-dated deed as payable at Port Cooper, Port Olive (Port Levy) and Pigeon Bay can be safely assumed to approximate the actual goods paid out on this occasion. It included clothes, tobacco and pipes, implements and tools, guns and powder. Despite the outrage of Belligny and the Nanto-Bordelaise Company at Langlois's excessive generosity at the company's expense, their figures need to be placed alongside this list and Tikao's statement that he received one shirt, one gun and one pistol as his share.³

2. Main Features of the 12 August 1840 Deed

Sovereignty

The deed cedes sovereignty as well as conveying land. The Maori declare that they recognise French sovereignty and place themselves under the protection of French law. The Nanto-Bordelaise Company undertakes to do all it can to persuade the French government to accept the Maori as French subjects. This deed, like the previous one, reflects Langlois's view that Lavaud had betrayed the French by not asserting French sovereignty. Langlois continued to believe for many years in the validity of the French claim to sovereignty over the South Island.

Boundaries and Reserves

This deed purports to convey the whole tribal territory of the signatories to the French company. This territory is said to extend from the latitude of Kaikoura in the north to that of Tewahiati (Te Waiteruati, present-day Temuka) in the south, the northern and southern boundaries extending right across to the west coast. The latitudes given are 42° 20' S. for the northern boundary, and 44° 45' S. for the southern boundary. This area includes Banks Peninsula, which was seen as fully paid for in the 11 August deed.

The reserves set aside for the Maori are "the lands necessary for feeding the members of the tribe and their families, which they can cultivate themselves or have cultivated by others. The extent and locality of these lands will be fixed by agreement between the parties in such a way as not to harm the Company's settlements, but it is understood that the properties reserved for the Maori cannot be less than six acres per person and cannot be more than two miles, or at most one league, from the French settlements; it is understood that these properties will remain their property in perpetuity for them and their descendants." Curiously, the minimum size of these reserves is smaller in this second deed than in the first one.

¹"5850 fr. which Mr Langlois paid for the second instalment of his contract to the natives" (Archives de La Grave: 371/B). Belligny refers to these accounts as approximate.

²"Mémoire adressé aux arbitres par MM. Langlois et Fieux", 28 Oct. 1843 (Archives de La Grave:371/B). It was, of course, in the interests of the Company to maximise the amount Langlois owed to them.

³BPP, NZ 2 1844 (556) App. 435-436. The fact that Tikao received one pistol and that no pistols were distributed at Akaroa confirms Tikao's presence at Pigeon Bay.

Price

The consideration for this purchase was fixed at 120,000 francs (£4800), payable in five instalments. The first instalment of 8000 francs (£320), in specified goods, was to be paid at Akaroa, the balance to be paid, in specified goods, at two year intervals and in equal amounts over a period of ten years (i.e. five payments of 22,400 francs or £896).

A receipt for the first instalment is dated 24 August 1840 at Akaroa, and is signed by Thomé Emona (Tommy Mana), Touwauwau (Tuauau), Etuau (Tuau) and Iwikau.

The list of goods given on this deed as a first instalment on hapu land is similar to, but not the same as that given on the ante-dated deed as the final instalment for the purchase of Banks Peninsula. For example, the ante-dated deed promised the northern peninsula Maori 20 guns and the southern peninsula Maori 16, whereas this deed lists 23 guns as having been handed over. Only occasionally, as with the 600 pipes, the 20 waistcoats, the 10 picks and hoes, and the one pot of paint, do items coincide exactly. "Three dozen earthenware pots" is very close to 34; 24 dresses and 24 cartridge-pouches are very close to 26 of each.

Given Belligny's very poor opinion of Langlois's ability or desire to keep good records, it seems very likely that the goods handed out at Pigeon Bay on and before 14 August and at Akaroa on 24 August served a dual purpose for Langlois: to complete the payment of Banks Peninsula according to the 11 August 1840 and the ante-dated deed, and to be the first instalment on the purchase of all hapu land.

Outside of the deed itself, there is no record of another major payment being made. And the highest Nanto-Bordelaise Company estimate of the total amount spent on land purchasing by Langlois in 1840 was only 7031.81 francs. In Langlois's eyes, Banks Peninsula was probably paid for (6000 -8000 francs). The remaining land was promised but not yet paid for.

3. Main Features of the rewritten 1838 Deed

This document makes no mention of ceding sovereignty, being designed for presentation to the British authorities.

Boundaries and Reserves

This document conveys Banks Peninsula to Mr J. Langlois, captain of the Cachalot, the ship he was on in 1838. The latitude and longitude of Banks Peninsula are given (between 43° 25' and 44° south, and 170° 45' east of the Paris meridian), but no precise boundaries are mentioned. An area of land is set aside as a Maori reserve, probably as a result of the objections made by the Maori to living next to the French settlements.¹ The reserve is to lie between Peraki and Oyshore (Goashore) on the southern coast of the peninsula, extending three miles inland. This would place the Maori on the land used by the Nanto-Bordelaise Company's rival European land claimants

¹Iwikau's testimony before Land Commissioner Godfrey, 5 Sept. 1843 (BPP NZ 2 1844 (556) App. 436).

at the whaling stations of Peraki and Goashore. This reserve is similar to, though not precisely identical with, the area that the Akaroa Maori later claimed never to have sold to the French.¹

Price

The price to be paid has been increased from the original 1000 francs (£40) in the "real" 1838 deed to 6000 francs (£240) in this new version of it. The same goods estimated at the same value of 150 francs (£6) are listed for the first instalment. This time, Langlois could safely say that the second instalment had to be paid within three years. What is more, he could list the goods that would be paid for that second instalment, as they had already been brought out on the Comte de Paris and, at least in part, distributed. Separate lists are given for the goods to be distributed at Pigeon Bay and at Akaroa, but they are not valued separately. The implication is that the total value of the goods handed out as the second, final instalment would be £234.

4. Other French Views

According to the deeds we have just examined, Kai Tahu have sold and been paid for the whole of Banks Peninsula. For the remainder of the land owned by these hapu, Langlois had, still according to these deeds, paid a deposit and promised further payments.

Belligny, who was on the spot but prejudiced against Langlois, called two of Langlois's 1840 land deals "tripotage" - shady deals. Lavaud called the third deed dishonest, but because it was ante-dated for British consumption rather than because it did not reflect the understanding of the Maori participants. When Lavaud saw the 12 August deed, he regarded it as "extravagant".²

According to a Belligny letter written just after the event, Langlois and the Akaroa Maori agreed to something far more limited than the conveyance of Banks Peninsula:

"The 2 August 1838 deed was therefore considered invalid and, in return for a new deal, agreed to between Mr Langlois and the Akaroa chiefs, the latter consented to sell all the bay apart from the tapu lands in which the properties owned by British people are included. This new deed bears the same date of 2 August 1838, and in order to save the rights of the Company as much as possible, the Akaroa chiefs acknowledged, in the presence of Captain Lavaud, who took legal cognizance of their declaration, that they had sold in 1838 the lands designated on the sale contract, and had received in 1840 the portion of the stipulated price payable at the time of entering into possession."³

It would appear, then, that Belligny understood that the Akaroa Maori had sold,

¹ See, for example, the testimony of Paurini Hirawea, 20 May 1879 (Wai-27 Document #G2, p.441-442), which refers to a boundary line going from near Goashore right across to Akaroa Harbour. The distance from the sea gets greater as one goes eastwards along the line.

² Lavaud to French Naval Minister, 29 Dec. 1841 (Archives nationales: Marine BB4 1011).

³ Belligny to the Nanto-Bordelaise Co., 2 Sept. 1840 (Archives de La Grave: 369/D19). The French used the word "baie" (bay) to refer to Akaroa Harbour and this is the way I would interpret it here, even though, in other contexts, it could apply to a smaller bay within the harbour.

and received full payment for, a large part of the lands around Akaroa Harbour. The British-owned land that was not included would have been Rhodes's land at Takapuneke.

Lavaud reported that he had successfully held Langlois back from making further purchases, apart from those Langlois had made at Port Cooper before meeting up with the Aube. "I believe he will follow our advice in this, he cannot now put the Company in possession of the peninsula of which he owned only a small part before his arrival here."¹ A little later in the same letter, he speaks of "the Middle Island of which we occupy a very small part of Banks Peninsula". The implication is that, after the signing of the three new deeds in 1840, the French effectively had rights to only a small part of the peninsula. "All the southern part belongs to British people; Akaroa and fifteen square miles are contested by several Englishmen".

The Nanto-Bordelaise Company announced the result of Langlois's purchases to the French Prime Minister in the following terms: "It is our duty to inform Your Excellency that, following news recently received from our Captain Langlois, and from Mr de Belligny, representing the Company, confirmed by the Commander of the Station, the Nanto-Bordelaise Company owns, incontestably, a vast extent of land at Port Cooper and to the south of Akaroa Harbour, where our first colonists are now installed and which bears the name of Paka-Ariki."²

Unlike the deeds, these statements seem to indicate that, whatever was agreed to at Pigeon Bay between Langlois and the northern hapu, the Akaroa Maori had sold only some land around Akaroa Harbour and that the effective possession of land by the French company at this time was limited to a small part of the peninsula.

MAORI UNDERSTANDING OF THE ORAL AGREEMENTS

The degree to which the deeds reflect the oral discussions between Langlois and the Port Cooper Maori at Pigeon Bay is very much open to doubt, given the Maori testimony before Land Commissioner Godfrey in 1843. According to this, only specific parts of Pigeon Bay, Port Levy, Port Cooper and Akaroa were acknowledged as sold and paid for, much more of the peninsula being promised but not paid for.³

A first agreement seems to have excluded land at Akaroa. "A great deal of property was given to the natives. The land sold was at Pigeon Bay, Port Cooper and Port Levy," according to Tikao's evidence, which was repeated by Parure and Nga Mana. These three men were from Akaroa. Iwikau, who was more directly involved with the sale of land in the northern bays of the peninsula, was more precise about the location of that land:

¹Lavaud to the Nanto-Bordelaise Co., 3 Sept. 1840 (Archives de La Grave: 369/D7).

²Nanto-Bordelaise Co. to Président du Conseil des Ministres, 8 April 1841 (Archives du Ministère des Affaires Etrangères: Mémoires et Documents, Océanie, vol. 14, ff.220-221).

³BPP, NZ 2 1844 (556) App. 435-436.

"The Pohne [Te Pohue] was pointed out to him as land which the natives would sell.

At Kokouraraata (Port Levy) they sold Kokaihope, for which they received payment; but they consented to sell larger tracts for a further consideration.

At Pigeon Bay, Kokakongatungatu was paid for. We also consented to sell more land there for a further consideration.

[..] The persons who had a right to Pohne are Nohomutu and others, who consented, and received payment.

Kokaihope, Pokenui and his party had a right to and they consented to sell it, and received payment. The same party had a right to and sold, and were paid for Kokakongatungatu [Kokako-ngutungutu].

[..] I consider this paper we signed to be a consent that we had sold the portions of land stated above, the boundaries of which I can point out, - and that the paper was a further consent to sell more of the peninsula to Captain Langlois."

Te Pohue is the Maori name of Camp Bay on the south side of Lyttelton Harbour.¹ Kaihope is a bay at Kokourarata, according to Shortland, and it still appears on maps as the name of a stream on the west side of Port Levy, flowing down the slopes of Mt Evans alongside Fields Road.² Kokakongutungutu is a "small cove on the west side of the [Pigeon Bay] harbour. It was one of the places acknowledged to have been sold to the French, and was in the occupation of a family named Sinclair, and several shipbuilders." Now generally known as Holmes Bay, its correct Maori spelling has generally been misrecorded.³

Neither Godfrey nor Shortland was able to give any estimate of the area of the land sold in these three bays. One can assume that the land on the foreshore was sold to Langlois, and possibly as far back as the top of the hills behind each bay. In Pigeon Bay, the boundaries may have followed the stream back into a large valley.

At Akaroa, two tracts of land seem to have been sold on two separate occasions by two separate sets of chiefs. After Tikao returned to Akaroa from Pigeon Bay on 14 August, he learnt that

"Iwikau and his party had sold land to him [Langlois] at Akaroa, and extending from Whorrekakaka, as far as Takapriaki. At first we were angry, but afterwards we agreed to sell Captain Langlois the land at Akaroa, situated between Point Te Kau and a stream called Kaitangatu, and extending back to the tops of the mountains at Akaroa, for which we

¹J.C. Andersen, Place Names of Banks Peninsula, 1927, p.168. See also Shortland, Southern Districts, p.290: "A bay called Te Pohue, at Wakaraupo".

²NZMS 1 Christchurch; Shortland, Southern Districts, p.290. Andersen does not mention this name.

³Shortland, Southern Districts, p.255; Andersen, Place Names of Banks Peninsula, p.99. The correct spelling is given in Shortland's manuscript journal (Hocken: MS 23).

received the payment named in the deed, as given to the chiefs at Akaroa."¹

The land at Akaroa sold by the northern peninsula chiefs can be identified as that lying between Te Wharekakaho and Takapuneke around the northeastern shores of the harbour. Te Wharekakaho is a "stream, about three miles long, rising from Duvauchelles Peak, and flowing south-westerly along the eastern valley of Duvauchelles Bay, entering the bay half a mile east of the Post Office".² Takapuneke is a bay on the south side of the present Akaroa township, the site of Temaiharanui's pa until 1830. The bay's European name is Red House Bay.

The Akaroa Maori were naturally annoyed that the northern Maori had sold land in their area. However, subsequently to the Pigeon Bay agreement, they agreed, orally, to sell part of the harbour rim to the French in return for the money they received. This was done in connection with a different deed. This time, the boundaries are rather more difficult to identify, for one of the names given at the Land Commission hearing does not appear on maps³ or in Andersen.

Kaitangata is a common enough name. In Akaroa Harbour, it is the name given to the sandy beach fronting the southern part of the town of Akaroa.⁴ The stream that reaches the sea at Kaitangata is usually known as Pakaiariki. (A little further to the north are Wai-iti, Tewaipirau and Oinako streams.) It is a forked stream, and, as frequently happens in such cases, the name Kaitangata may have applied to part of it. This interpretation is supported by W.A. Taylor: "Kaitangata, the mouth of the Aylmer's Valley Creek".⁵

This interpretation is supported by Lavaud's agreement with Captain Stanley over the boundaries of the French settlement: "It was agreed that they would extend from the first river on the right as you enter [Paka-Ariki] bay, up to and including, following the shore, the little peninsula at the far end of Akaroa."⁶

Point Te Kau, a name that is not otherwise recorded on maps or elsewhere, cannot be identified with any certainty. Lavaud's "little peninsula at the far end of Akaroa" might suggest that it refers to the tip of Onawe Peninsula at the head of the harbour. This would make the land sold and paid for substantially the same area as that sold by Iwikau. But such an identification is far from certain.

¹Tikao's testimony to Godfrey, corroborated by Parure and Nga Mana (BPP NZ 2 1844 (556) App. 435-436).

²Andersen, Place Names of Banks Peninsula, p.236, from Charles Tikao's map.

³E.g., the so-called Stack's Map (B.M. 195); the original Stack maps (National Archives, Christchurch: CH 98, Box 1, Registered Files, Surveys for Crown Land titles, S. 26/87 and 26/93), which give Maori place names for Banks Peninsula; the various contemporary French and British maps reproduced in P.B. Maling, Early Sketches and Charts of Banks Peninsula 1770-1850, 1981. Vangioni and Pringle, Maori Names and Traditions, 1970, has also been consulted.

⁴Andersen, Place Names of Banks Peninsula, p.94.

⁵W.A. Taylor, Lore and History of the South Island Maori, 1950, p.78.

⁶Lavaud, Akaroa, 1986, p.29.

On linguistic grounds, a possible interpretation is that it represents Te Kaio, the headland area at the northern end of Onuku bay,¹ but this does not fit in at all well with the the French pattern of settlement, which avoided this area altogether, as it coincided with Rhodes's claim. Point Te Kau must lie in the other direction from Kaitangata, in an anti-clockwise direction round the harbour.

Te Kao is recorded as the name of a small stream flowing into Children's Bay, a small bay just to the north of the French settlement.² It is possible that some nearby headland bore the same name.

Tikao Bay was named after the Tikao who lived there in 1840 and who signed some of the French deeds.³ The name does not yet appear on maps in the 1840s, where one finds the names Wainui and Ohae/Owae, which were also the names of the kaika in the bay. Stack has the traditional name, Okoropeke, on his map. It is therefore unlikely that Point Te Kau was a point just to the north of Tikao Bay.⁴ Such a boundary would fit in with the later declaration of the Akaroa Maori that Wainui was never sold to the French. But this would make the area sold much greater than the 400 to 500 acres estimated by Godfrey and Shortland.

According to Tuauau in 1843, some French settlers were located on land outside the area that had been paid for: "I am chief of the Hapu at Akaroa; and although I was not present at the sale of the land by Tikao and others of my young men, yet I fully consent to the Company's being in possession of it, as described; on other parts, where their settlers are located, they shall not be disturbed by me; I will leave it to the Governor to determine a price for them."⁵ By 1843, the French, as we shall see, had established themselves in other bays beside Pakaiariki and Takamatua, where they had originally confined themselves.

A likely hypothesis, therefore, is that Te Kau was the name of a point on the northeastern shore of the harbour, perhaps near Children's Bay, perhaps between Takamatua and Kakakaiau (Robinsons Bay), for the Maori names of all the headlands in this area are unknown.

On one matter, Maori testimony is totally at odds with the texts of the 11 and 12 August 1840 deeds. According to Article One of the charter within the 11 August deed, "All Maori belonging to the peninsula tribe will have the right to ten acres of land which must always be taken beside the French settlements". And in the 12 August deed, the Maori are required to take up land within two miles, and at the most one league (2.5 miles), from the French settlement.

¹Also written as Te Ngaio, e.g. Andersen, Place Names of Banks Peninsula, p.133; Stack's ms. maps and Black Map 195. It is written with the local South Island spelling, Te Kaio, in Vangioni and Pringle, p.20.

²Andersen, Place Names of Banks Peninsula, p.96.

³Andersen, Place Names of Banks Peninsula, p.220. "Tekau's Bay" appears on the 1856 map of the Wainui Reserve (WArc: CR9 (DOSLI), reproduced in Wai-27, Document #L3, vol. III, p.82).

⁴The main point to the north is Te Whatamango on the Wainui Reserve map.

⁵T[u]auau's testimony before Land Commissioner Godfrey, 2 Sept. 1843 (BPP NZ 2 1844 (556) App. 435-436).

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Iwikau confirmed that this point was discussed, but stated very firmly that this proposition was rejected. "Captain Langlois proposed to us, that we, the natives, should live with the European settlers, and choose portions of land for ourselves, adjoining and intermixed with those of the settlers. But to this we objected, preferring that our lands should be separated."²

This would seem to indicate that the deeds dated 11 and 12 August 1840, at least to some degree, reflected topics that were the subject of oral discussion between the two parties. But it would also indicate that, through misunderstanding or deception, the Maori view was not incorporated into the deed.

The attitude of Banks Peninsula Maori to the French purchase certainly differed considerably from the terms of the deeds by 1842. In April that year the Maori of Port Levy, under Iwikau, charged a French whaling ship, the George, £3 for the fresh water it had obtained on shore and expressed the intention of making a similar charge for any ship taking on water and wood in the northern bays of the peninsula. A threat of military action by the French warship, the Allier, had no effect on Iwikau, who was confident of the firepower and fighting capacity of his men. However, the British magistrate, Robinson, eventually dissuaded Iwikau from imposing the charge. Even so, the Maori continued asserting their claim to the land by building a house in each of the unoccupied bays and harbours of the peninsula, a tactic that would not discourage the visits of the European ships which provided them with opportunities for trade. "The principal object of the Maoris," wrote Robinson, "is to sell their land once more - since my arrival [in August 1840] flour tea sugar and rice have with many of them become almost necessaries & selling land the least laborious mode of purchase. Still I do not fear a renewal of this attempt [to charge for

¹T[u]auau's testimony before Land Commissioner Godfrey, 2 Sept. 1843 (BPP NZ 2 1844 (556) App. 435-436).

²Iwikau's testimony before Land Commissioner Godfrey, 5 Sept. 1843 (BPP NZ 2 1844 (556) App. 436).

water] but anticipate another struggle for some additional compensation for their land."¹

Finally, there is no record, outside of the 12 August deed, of any Maori acknowledgement of the conveyance to the French of any land outside of Banks Peninsula.² The boundaries of Kaikoura and Te Waiteruati must have been arrived at after discussion with Kai Tahu. They are credible as boundaries of the land owned by the different hapu then resident on Banks Peninsula, although the extension of those boundaries to the West Coast is less so. But, from lack of corroborative evidence, the claims of the 12 August deed must be seen as unsubstantiated.

CONCLUSIONS

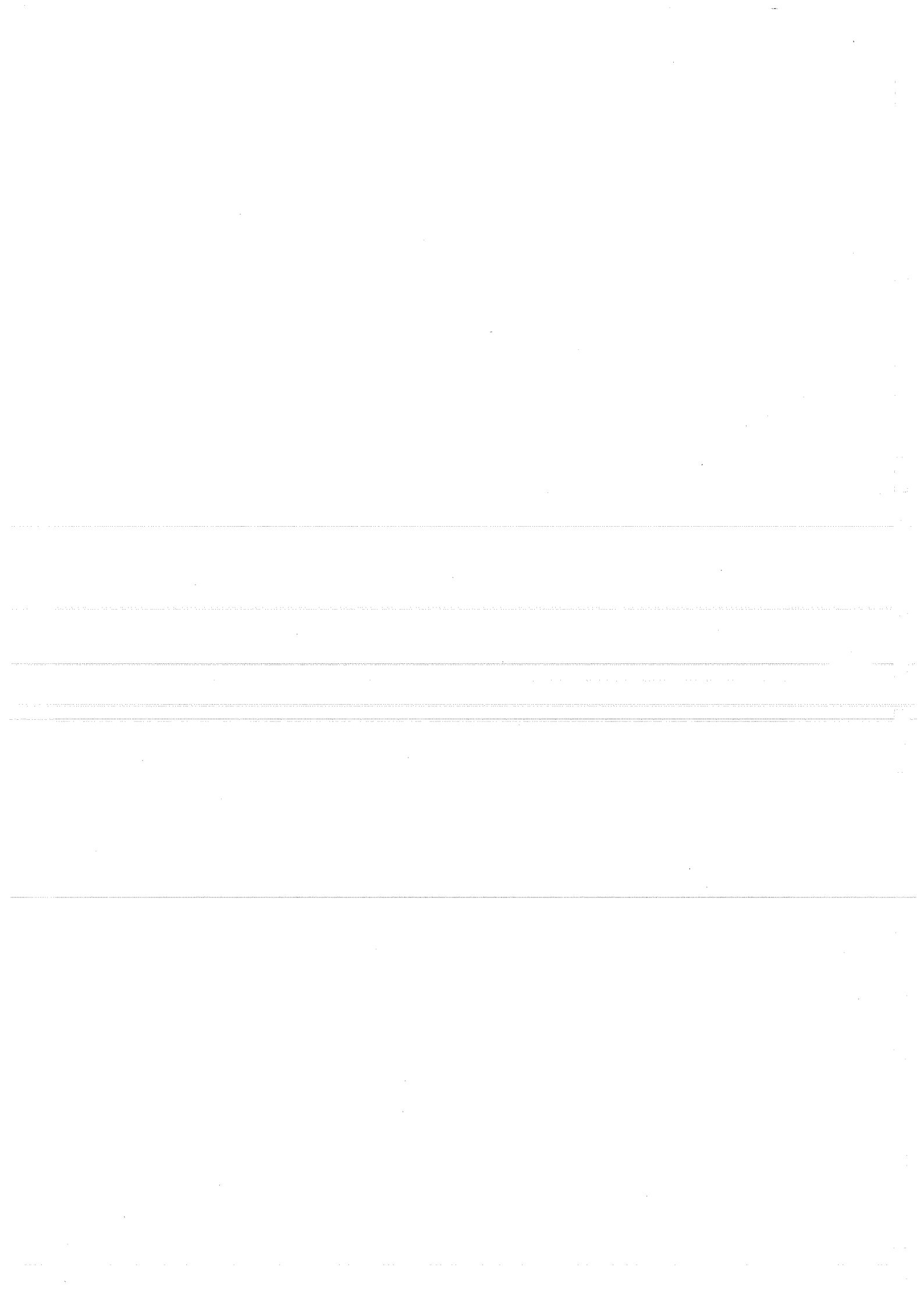
Over a period of some two to three weeks, firstly at Pigeon Bay and then at Akaroa, Kai Tahu from both the north and south of Banks Peninsula were engaged in negotiations to sell land to the Nanto-Bordelaise Company's agent, Langlois. From these negotiations, three deeds emerged, each bearing a date that does not coincide with the time it was drawn up, agreed to or signed. Known Kai Tahu views of what took place differ markedly from the assertions of the deeds. However, we know a great deal about the private thoughts of the French and very little about the thoughts of the Maori participants.

There is support from informed French people for the Maori view that the Akaroa Maori sold only part of the land around Akaroa Harbour. This limited area has been translated into a deed that talks only of Banks Peninsula as a whole, perhaps on the assumption that, between them, the different hapu represented by the signatories on the deeds owned all of the peninsula. If the views of the Port Cooper Maori were treated by Langlois in the same way, then it is quite possible that small areas of land sold there were lost in a more general deed too.

There is some support from the Maori for the French view that the whole peninsula was sold to them, but only to the extent that they were given first option on a large part of it, but had not yet paid for it in full. This contradicts the import of both the 11 August deed and the ante-dated deed, which assert that a final payment had been made. And the promise to sell more land extends, in Iwikau's view, to "more of the peninsula", but not to the whole of it.

¹Lavaud to Robinson, 22 April 1840; Robinson to Murphy, 30 April 1842 (two letters) (WArc: IA 1 1842/1284).

²The French did mention this extended claim to Hobson (Hobson to Stanley, 5 Nov. 1841, BPP NZ 3 1842 (569) 164-165) and also made it part of their later claim to the Colonial Office in London (Maillères to Colonial Land and Emigration Office, 25 Oct. 1844, CO 209/40, f.207-212), but did not persist with it.



IV

AKAROA, 1841-1845

FRENCH SETTLEMENT AND LAND SALES

The adult male French colonists were given land at Pakaiariki (French Town or French Bay) by the Nanto-Bordelaise Company, which had promised them five acres of land each provided that they had cleared it within five years. Males between the ages of ten and fifteen were to be allotted two and a half acres each on the same condition.¹ The small group of Germans among the passengers on the Comte de Paris asked for, and were given, their land in the next bay, Takamatua, which became known as German Bay or German Town.

These two bays lay within the area agreed to by Captains Lavaud and Stanley as the site of the settlement. However, the French company saw itself as having rights over more land than this and constantly sought ways of asserting those rights in the face of challenges from other Europeans. The Nanto-Bordelaise Company's agent in Akaroa, Belligny, shared a house for some time with C.B. Robinson, the magistrate left by Stanley at Akaroa to represent the British authorities. The two remained close friends, even when both returned to Europe, maintaining a very frequent correspondence. This, along with Lavaud's excellent relations with British authorities in New Zealand (including Hobson, Stanley, Robinson and Godfrey), helped promote the land claims of the Nanto-Bordelaise Company at the expense of its rivals.

When Hempelman, for example, asked Robinson for his protection in setting up a large farming venture at "Touna" (Kaituna or Barry's Bay), Belligny was immediately informed of this project and took counter-measures:

"Warned in time by Mr Robinson, the British magistrate, to whose friendship I owe the discovery of these projects, I took the most urgent measures to prevent their success. I had built, for this purpose, a Maori hut and had some clearing of land begun, marked the trees with the name of the Company, etc."²

Hempelmann had, like Langlois, the disadvantage of being a hard-drinking sailor among these gentlemen and scholars.

But Hempelman was not the company's only rival. According to Belligny, the Report of the Select Committee of the House of Commons had persuaded a large number of Europeans in the area that all they needed to do was to build a hut, clear a bit of land or erect a fence and the land would be theirs. In order to safeguard or assert the rights of the French company to various bays in Akaroa Harbour, Belligny would have liked to settle colonists in them, but was constrained from doing so by Lavaud's agreement with Stanley.

¹Agreement between Langlois and the colonists, Rochefort, 15 Feb. 1840 (National Archives: NM 8/31 1852 239).

²Belligny to Nanto-Bordelaise Co., 23 March 1841 (Archives du Ministère des Affaires Etrangères: Mémoires et Documents, Océanie, vol. 15, ff.76-82).

Instead, he sold land outside the French and German settlements to other people, beginning with the magistrate, Robinson, who then became an interested party in the establishing of the validity of the French land titles. Robinson bought 100 acres at "Paka-Ayao" (Kakakaiahau or Robinsons Bay) and another 5 acres next to the French settlement. 120 acres were sold in Wainui Bay to officers from the Aube. 345 acres were sold to various people at £1 per acre by March 1841. All the sales were made on the condition that houses would immediately be built on the sites. Like the Maori, the French sold land to establish their own rights to it.¹

Outside of the French and German villages, land was also sold, in 1843, in "Folao Bay" (Duvauchelles) to two of the Duvauchelle brothers, traders who had come down from the Bay of Islands, and to the Chief Police Magistrate at Wellington, Michael Murphy. This was part of a deliberate strategy on Belligny's part: "The British magistrate must also be on our side; his interest is that of the company, for he has bought from it and he is as concerned as we are that its title be acknowledged as valid; I have also just interested the [Sub-] Collector of Customs in our cause by selling him four acres."² By 1843, the French naval ship at Akaroa had established a farm at yet another bay in Akaroa Harbour, Te Ruatahi (French Farm), to supply the needs of the crew. It had some ten or twelve buildings on it, including an observatory.³ A major coup was the selling of land at Pigeon Bay to Sinclair, giving the Company a foothold there as well as in Akaroa Harbour.⁴

Two Frenchmen, Joseph Rateau and Eugène Cafler, also believed that they had a valid claim to Banks Peninsula. Cafler had land interests in the Bay of Islands, while Rateau was the captain of the French whaling ship, the Jonas. On 15 August 1840 at the Bay of Islands, Rateau purchased the peninsula from Captain G.T. Clayton for £1500. Rateau sold a half interest in the peninsula to Cafler for £1125. The two men sent Jules Augustin Duvauchelle down to Akaroa to negotiate with the representatives of the Nanto-Bordelaise Company. Duvauchelle was to receive a twelfth share of any profits.⁵

Belligny and Lavaud were concerned by this claim, for Clayton's deeds of purchase bore earlier dates (March and October 1837) than Langlois's earliest deed (August 1838). Clayton had made his purchases from the senior Akaroa chief, Tuauau ("Tohow"), and his deeds carried the signatures of European witnesses, while Langlois's deed had none. The deed of 22

¹Belligny to Nanto-Bordelaise Co., 23 March 1841 (see above). Nanto-Bordelaise Co., Actes de vente (deeds of sale) at Akaroa, 1841-1845 (Turnbull Library: MS 1841-45). The Wainui Bay in question was that known as Wainui today, not Tikao Bay.

²Belligny to Joly, 1 April 1843 (Archives de La Grave: 369/D19). Belligny is probably referring here to Robinson, rather than to Murphy.

³Magasin pittoresque, XI, 47 (Nov. 1843), p.375.

⁴"I am negotiating to sell a little bay in Pigeon Bay. I wouldn't mind concluding this deal as firstly it would give us a foothold over there" (Belligny to Joly, 11 March 1844, Archives de La Grave: 369/D19); Canterbury Museum: Records of the Lands and Survey Dept, Christchurch, 40/2.

⁵National Archives: OLC 1/790; Arrangements made between Joseph Rat[e]au and Eugène Edouard Cafler, 22 August 1840 (Archives Nationales, Paris: BB4 1011).

March 1837 conveyed the bay of Peraki, while the deed of 21 October 1837 conveyed the whole of Banks Peninsula.¹

At some point, the Nanto-Bordelaise Company came to terms with Cafler and Rateau. Rateau was given a one-tenth share in the company's land, while Cafler's interest seems to have been bought out, at least in part, through a land deal in the Bay of Islands.²

Although claims based on Clayton's purchases were not allowed by the Land Commissioners, the combination of Langlois's 1838 "purchase" from the Port Cooper Maori and of Clayton's 1837 "purchases" from the principal chief of Onuku (Akaroa) presented a stronger case that was never tested in court: the combined Maori sellers were more representative of those with land rights to Banks Peninsula at that time.

Despite Belligny's manoeuvres, local confidence in the Nanto-Bordelaise Company was seriously damaged when Belligny's bills of exchange were not honoured by the Company in France. One of its leading members, Balguerie, had gone into liquidation. Because the Akaroa venture seemed to have been completely undermined by the declaration of British sovereignty over the South Island, the French businessmen behind the project understandably did not wish to put any more money into the venture. Belligny and the French colonists were virtually abandoned on the other side of the world.

This meant that, by 1843, it became much harder to sell land. "People no longer have confidence in the validity of [the Company's] title: those who would have bought from it a year ago no longer dare to now. This bills of exchange business has had terrible consequences. People have enquired into their amount and when this was known, it was said that the Company itself must despair of the validity of its rights on Banks Peninsula." Europeans set themselves up at Akaroa without purchasing their land from Belligny and he was powerless to prevent them.³

Receiving very little money from land sales and none at all from the Nanto-Bordelaise Company in France, Belligny was left in a desperate situation, with no money, no credit and virtually no instructions or communications of any nature from the company he represented. This left him with no way of meeting any commitments he might have to the colonists in his care or to the Maori from whom the company had purchased land.

¹Lavaud to French Minister of the Navy, 24 July 1840 (Archives Nationales, Paris: BB4 1011); National Archives: OLC 1/790. Tuauau is presented in the October deed as the nearest kin to the late Paramount Chief, Tamaiharanui.

²[Decazes?], Rough notes (Archives de La Grave: 369/D10); Belligny to Joly, 28 Dec. 1843 (Archives de La Grave: 369/D19); Copy of the note given to Mr Maillères by the Duke Decazes, 29 June 1847 (Archives de La Grave: 371/C); Rateau to [Decazes?], 28 Dec. 1841 (Archives de La Grave: 369/D23). Rateau's share was one tenth of the land that remained after the French Government had taken its quarter share. Belligny's own one tenth interest may have originated from a land deal he undertook with Cafler in the Bay of Islands, where a Crown Grant was issued under Cafler's name for seven acres of prime land on the waterfront.

³Belligny to Joly, 23 Jan. 1843 (Archives de La Grave: 369/D19).

A COMPANY CLAIM

In September 1841, Governor Hobson visited Akaroa and had long discussions with Lavaud and Belligny and a brief exchange of letters. During the discussions, Hobson suggested that the French should exchange their Banks Peninsula claim for 50,000 acres at Kaitaia, in accordance with his views that European settlement should be consolidated in the north, rather than be spread over a wide area. As a result of these meetings, Hobson wrote to Lord Stanley, suggesting that the French claim should not be viewed as Langlois's individual claim but as a company colonising scheme similar to that of the New Zealand Company:

"Assuming that the claims of the company are substantiated, and that indulgence is due to them for the importation of immigrants, I propose that the same privileges be extended to them as to the New Zealand Company, and that a block of land in the extreme northern district of this island, proportioned in extent to their outlay of capital, be allowed them, on condition that they relinquish their present location and all other claims whatsoever in New Zealand."¹

In July 1842, after consulting with the Colonial Land and Emigration Commissioners and with the approval of the Foreign Secretary, Lord Stanley agreed to Hobson's proposal to treat the Nanto-Bordelaise Company "on the same principle as if they had been a British company".² This information was communicated to the French government and to New Zealand. The Colonial Secretary in Auckland wrote to Belligny on 12 April 1843 to advise him of the decision. The French company were invited to substantiate their claim.³

The model for the Crown's treatment of the Nanto-Bordeaise Company was the arrangement made between the British government and the New Zealand Company in November 1840. This provided for a grant from the Crown of "as many acres of land as shall be equal to four times the number of pounds sterling" spent "in the purchase of lands in New Zealand, from the native chiefs and others; in the taking up, chartering, and despatching ships for the conveyance of emigrants thither; in the maintenance of such emigrants before and during the outward voyage; in the purchase and transmission of stores for the public use of the settlers collectively on their arrival; in surveys; in the erection of buildings, or the execution of other works dedicated exclusively to the public service of the settlement; and in other heads of expenditure or absolute liabilities unavoidably required, or reasonably incurred for the before-mentioned purposes".⁴

Belligny sent a statement of claim to Auckland on 7 June 1843.⁵

¹Hobson to Stanley, 5 Nov. 1841 (BPP NZ 3 1842 (569) 164-165).

²J. Stephen to H. Addington, 14 July 1842, with enclosure; Addington to Stephen, 30 July 1842, with enclosures (BPP NZ 3 1842 (569) 167-169).

³Wm Connell to Belligny, 12 April 1843 (Archives de La Grave: 369/D19). Belligny had received the news earlier from Robinson who had been informed by Willoughby Shortland.

⁴BPP NZ 3 1841 (311) 85-87.

⁵Belligny to Colonial Secretary, Auckland, 7 June 1843 (Archives de La Grave: 369/D19).

GODFREY'S LAND COMMISSION HEARING, 1843

In January 1843, Captain Bérard of the Rhin replaced Captain Lavaud as the commander of the French naval station at Akaroa. On his way back to France, Lavaud called at Auckland and had lengthy discussions with Land Commissioners Richmond, whom he had known since his arrival in New Zealand, and Godfrey, with whom he spent a very pleasurable evening discussing Land Commission problems on 20 February.¹ Lavaud and Godfrey seem to have held very similar views on a number of issues.

Later that year, Bérard went to Auckland to see the commissioners: "He will try to get the British commissioners to come down on his ship to examine the company's title at Akaroa; (and, during the journey, it goes without saying, he will try to influence their ideas in the most favourable way for our claim)."² Bérard took the Rhin to Auckland where he spent just over a week in June, but Godfrey did not return with him. However, Bérard was able to get the Nanto-Bordelaise Company's claim added to the gazetted list of those that would be examined by the Commissioners later that year.

It was several months later that Godfrey travelled to Akaroa on H.M.S. Victoria, arriving on 10 August, accompanied by Edward Shortland who was to act as interpreter and also as the protector of Maori interests. Godfrey and Shortland were offered Bérard's shore house for the duration of their stay.

Bérard was very concerned about possible Maori reactions to the claim.

"Up until now we have not seen any other claimants, but one must not have any illusions about the disposition of the Maori who have been excited by the Wairau affair. It is likely that they will deny having received payment, at least it is certain that they will ask for further payments. Mr de Belligny will be very embarrassed because having no credit, he will not be able to satisfy the chiefs, which would be a simple matter with a sacrifice of some ten thousand francs (£400)."³

Belligny played on Bérard's rather nervous and tentative disposition to enlist the naval captain's assistance, threatening that, if the Company's claim were not successful, he would put in a claim on the French government's behalf. As a result, Bérard gave presents of blankets and tobacco to Tikao and Iwikau, and used the Rhin's boats to ferry the Maori across the harbour to attend the Commission hearing.⁴

After depositions by Tikao, Parure, Nga Mana, Tuauau, Iwikau, Belligny, Cébert and Fleuret, Commissioner Godfrey went on to Otakou where Tuhawaiki said that he had not been a party to the sale of Banks Peninsula to the French and would not give his consent until he received payment.

¹Lavaud, Akaroa, 1986, pp.75-76.

²Belligny to Joly, 1 April 1843 (Archives de La Grave: 369/D19).

³Bérard to Minister of the Navy, 14 Aug. 1843 (Archives Nationales: Marine BB4 1011). Tikao received one blanket the day after he gave his testimony, while Iwikau was given one blanket and 20 kg of tobacco the day after his.

⁴Rhin log, 31 Aug., 4-6 Sept. 1843 (Archives du Port de Toulon).

The Land Commissioners concluded from the evidence that no sale had been proved in the year 1838. The Maori had admitted the sale to Langlois in August 1840 of specific small areas of land¹ and had promised more of the peninsula on receipt of payment. The area promised is never described as the whole of the peninsula, but "the lands about Port Levy, Port Cooper and Akaroa and Pigeon Bay". Langlois, who left Akaroa on the Comte de Paris on 12 March 1842 to return to France, promised to complete the purchase by payment of property and cattle on his return to New Zealand, according to Iwikau. Because this deal was undertaken after Gipps's proclamation of 14 January 1840, the Commissioners would have dismissed the claim if it had been made by a private individual. But, because the claim was to be treated as a company claim, they made no recommendation but simply recapitulated the evidence.²

THE MARCH 1845 PAYMENTS

Belligny and Bérard seem to have accepted the Maori view that only part of the peninsula had been paid for. Their decision may well have been based on pragmatic grounds as a way of keeping peaceful relations between the Maori tangata whenua and the European settlers, rather than on a recognition of the justice of the Maori position. They frequently refer to the former, and never to the latter, in their correspondence.

While the Maori were gathered in Akaroa for the Land Commission hearing in August 1843, Belligny got Iwikau to draw up a list of goods to be purchased at Sydney.³

"We judged it of the greatest importance to pay the natives for the whole of Akaroa Harbour and Pigeon Bay. Because of the vile and loathsome actions of the Company, no one would want to extend it credit. As a personal favour, Captain Bérard has accepted to put me in a position to fulfil my aim, and, at Sydney, he will buy the goods required to satisfy the Maori, at least in part. We have agreed to set aside, this time, a sum of 3000 to 3500 francs which the Captain will advance."⁴

At the same time, Bérard got Edward Shortland to draw up a list of Maori with rights to Banks Peninsula and to write out a model land sale deed in Maori.⁵

The Rhin went to Sydney in the last months of 1843, where Bérard met the new Governor of New Zealand, FitzRoy, who was "full of good intentions for

¹Te Pohue at Port Cooper; Kokaihope at Port Levy; Kokakongutungutu at Pigeon Bay; about 400 acres at Akaroa between Te Kau Point and Kaitangata Stream.

²Belligny to Joly, 15 Aug. 1843 (Archives de La Grave: 369/D19). Richmond and Godfrey, Report, Nanto-Bordelaise Co., Claimants. (BPP NZ 2 1844 (556) App. 433-434). Richmond was not present at the hearings, but signed the report.

³Robinson to the Superintendent, Wellington, 23 April 1845 (National Archives: NM 8 1845/183); Bérard to Navy Minister, 4 April 1845 (Archives Nationales: BB4 1011).

⁴Belligny to Joly, 10 Oct. 1843 (Archives de La Grave: 369/D19). Belligny was increasingly vituperative in his letters about the Company that had abandoned him.

⁵E. Shortland to Bérard, 16 Feb. 1844, enclosing "Acte de vente en Maori" (Archives de La Grave: 370). See chapter II, supra. An abridged form of this letter was published in Shortland, Southern Districts, pp.302-303.

us", and he discussed land purchase problems with him.¹ The Rhin returned from Sydney on 31 December 1843, with the goods that Bérard had bought, but their distribution was delayed for some time as Belligny wanted the Governor to be present when they were handed over so that there would be no further disputes. Belligny wrote to Governor FitzRoy, on Edward Shortland's advice, asking for his assistance in completing the purchase of "the four ports of Akaroa, Pigeon Bay, Port Levy and Port Cooper".²

The goods that Bérard had bought out of his personal funds were sufficient to allow Belligny to pay the Maori "part of what they are asking for for Banks Peninsula, that is to say, for Akaroa and Pigeon Bay" and had turned out to have cost 6000 francs (£240), rather more than they had planned. The commercial crisis in Sydney had allowed Bérard to buy them well below their Akaroa price, which Belligny estimated to be at least 10,000 francs.³

The transaction

As it appeared that the Governor would not be visiting Banks Peninsula for some time and because there was considerable strife between Maori and Europeans in the North Island, Belligny decided to go ahead with the distribution of these goods in March 1845. Some four hundred Maori assembled in Akaroa, where they were accommodated in tents erected by the crew of the Rhin.⁴ The very large number of Maori present on this occasion is some indication of the representative nature of those receiving payment from Belligny. They included a number of people from further south who had travelled to Banks Peninsula for the occasion.

Once more Bérard distributed gifts, this time of flour, gunpowder, blankets, biscuit and cartridges. Bérard gave special presents to the hapu at Port Levy and at Taumutu, and to some leading chiefs: Te Matenga Taiaroa (from Otakou and Taumutu), Hoani Tukutuku (from Port Levy, Purau and Rapaki), Kikiwera (Shortland's Te Ikawera, from Wairewa) and Mopu (usually spelt Maopo, from Taumutu and Wairewa). The precise names of other hapu who also received gifts from Bérard are not given in the log of the Rhin.⁵ These payments made by a French naval officer were quite separate from those made on the Nanto-Bordelaise Company's behalf by its agent, Belligny. They may be seen as diplomatic gestures.

The deeds

Our knowledge of the March 1845 transactions is based mainly on the reports of the Akaroa magistrate, Robinson, and the despatches of Captain Bérard. I have not been able to locate copies of the deeds that must have been signed by Belligny and the Maori. On 2 April, Belligny wrote to Robinson, enclosing a letter for the Governor, informing him of the

¹Belligny to Joly, 28 Feb. 1844 (Archives de La Grave: 369/D19). The Rhin was away from Akaroa on its voyage to Sydney from 10 October until 31 December 1843.

²Belligny to FitzRoy, 8 Feb. 1844 (Archives de La Grave: 369/D19). Belligny does not seem to have received a reply.

³Belligny to Joly, 28 Feb. 1844, duplicata (Archives de La Grave: 369/D19).

⁴Robinson to the Superintendent, Wellington, 13 March 1845 (National Archives: NM 8 1845/131); Rhin log, 28 Feb. 1845 (Archives du Port de Toulon; WTu: Micro MS 855, reel 5).

⁵Taiaroa, for example, was given 147.4 kg. of flour, Tukutuku 25 kg of gunpowder, Kikiwera and Mopu a blanket each (Rhin log, 26 Feb. - 31 March 1845). Iwikau had died by this time.

arrangements he had made with the Maori, along with a map of the peninsula indicating the boundary of the Nanto-Bordelaise Company's properties. The map is represented, by Robinson, as a copy of the map given to the Maori vendors. Robinson promised to send the letter to Auckland by the first opportunity. Belligny's covering letter to Robinson and the map have survived, but not, it seems, the report to the Governor.¹

The two deeds, dated 4 and 31 March 1845 and written in Maori, were among those handed over to the New Zealand Company by the Nanto-Bordelaise Company in London in 1849, along with lists, in French, of the items given to Kai Tahu on the same occasions in exchange for their land. These documents were sent to the New Zealand Company's principal agent in Wellington, William Fox. By January 1851 they were in the hands of the Canterbury Association, which had taken over the New Zealand Company's land rights in Canterbury. Godley surrendered another French deed to the government on 17 September 1852, but seems to have kept these two. A number of documents relating to the French purchase of Banks Peninsula were in the possession of the Commissioner of Crown Lands, Lt.-Colonel Campbell, in 1854, and were handed on to his successor, W.G. Brittan, by July of that year. There the trail ends.²

The price

On 4 March, Belligny paid the Port Levy, Port Cooper and Pigeon Bay Maori for the northern half of the peninsula. The Akaroa Maori at first held out for cash, on the advice of the English settlers of Akaroa, who hoped "that the said money would be transferred to their pockets, in exchange for Grog Flour etc."³ The Akaroa Maori finally accepted payment in goods for the southern half of Banks Peninsula on 31 March, although three very important Akaroa chiefs (Te Ruaparae and Akaroa of Kati Irakehu, and Mautai of Kati Mako) refused to be party to the deal. Hoani Papita Akaroa worked for Rhodes, and the refusal to sign was linked to Belligny's refusal to recognise Rhodes's land claim.⁴ The French believed that the demand for cash payment, in place of Iwikau's list of goods, was prompted by the British traders or even by Robinson at Akaroa. On the other hand, Robinson had to refute the allegation that he was forcing the Maori to sign the French deeds. Another matter that held up the deal was Belligny's insistence that the Maori leave two small villages that they had recently moved into in Akaroa. Although the

¹WArc: NM 8 1845/182-183, filed with 1849/870.

²Few and Co. to Harington, 2 Oct. 1849, with schedule; Harington to Fox, 2 Oct. 1849 (WArc: NZC 102/20 p.288-292); Kelham to Acting Colonial Secretary, New Munster, 3 Dec. 1851 (WArc: NM 8 51/1633); Godley to Fox, 16 Jan. 1851, Canterbury Association Correspondence (CMu: 3/2, no. 1); Schedule of documents relating to land formerly belonging to Nanto Bordelaise Compy in Banks Penins., 15 May 1851, Canterbury Association Letters (CMu: 6/2-9, no. 1730); Godley to Domett, 1 Sept. 1852 (ibid., no. 861); Domett to Godley, 29 Sept. 1852 (ibid., no. 862); Brittan to Col. Sec., 28 July 1854, Canterbury Association, Outward Letterbook of W.G. Brittan, 1853-56 (CMu: 8/1, p.167). The Canterbury Association sent twenty-one "French Deeds of Settlement" to James Frederick Stuart-Wortley, an aristocratic Canterbury runholder, on 25 March 1851, Canterbury Association Letters (CMu: 6/9, no. 1714).

³Robinson to the Superintendent, Wellington, 23 April 1845 (NM 8 1845/183, filed with 1849/870).

⁴Robinson to the Superintendent, Wellington, 23 April 1845 (NM 8 1845/183, filed with 1849/870). "I know of no other dissentients but the three I have mentioned," wrote Robinson.

Maori conceded on the issue of payment in goods, Belligny conceded on this point and left them in possession of the villages.

According to Bérard, the value of the goods given for the northern half of the peninsula was 15,000 francs (£600) and for the southern half 23,000 francs (£920), which roughly matches Belligny's total valuation of £1485. Robinson regarded Belligny's estimate as rather generous. It is higher than the amount Bérard spent in Sydney, but this can be explained, at least partly, by the fact that the remaining exchange items brought out by the Comte de Paris in 1840 were also distributed and that the payment for the southern half of the peninsula included a 20-ton schooner, the Sisters, valued at £200, which Sinclair was paying to the French as part payment for some land in Pigeon Bay.¹

Curiously, the French Company did not acquire the Sisters from Sinclair until 11 April 1845, twelve days after the payment to the Maori for the southern part of the peninsula.² Indeed, the schooner was reported as leaving Wellington, under Sinclair captaincy, on 15 April that year. However, as we have seen, negotiations between Belligny and Sinclair had been going on for over a year and some sort of oral agreement was made prior to 11 April, allowing Belligny to include the schooner in his deal with the Maori and allowing Sinclair to make one last voyage to Wellington. The inclusion of the schooner in the payment to the Maori seems to have been an afterthought:

"There was a fellow at Akaroa when the natives were settling, who has great influence with the natives, and he had stirred them up not to settle; it was by this means that the French agent was induced to pay my schooner to them".³

It is possible that this was an additional payment made to placate Ruaparae, Akaroa and Mautai. Evidence for this includes Hoani Papita Akaroa's belief that the schooner was paid to the Maori by the French in order to purchase Pohatupa (Flea Bay), where George Rhodes was farming.⁴ Mautai was the schooner's master in 1846⁵ and Hoani Papita Akaroa was sufficiently reconciled with the French to be baptised by Bishop Pompallier in March 1846 and to tell Governor Browne in 1856 that he would not sell to the Crown because "we are waiting for the French - for the people who bought the land at first".⁶ This hypothesis of a special arrangement with the three

¹ Robinson to the Superintendent, Wellington, 13 and 31 March 1845 (National Archives: NM 8 1845/131 and 162) and two letters of 23 April 1845 (NM 8 1845/182 and 183, filed with 1849/870); Bérard to Navy Minister, 4 April 1845 (Archives Nationales: Marine BB4 1011). £200 would seem quite a conservative estimate of the value of a schooner at this time.

² Deed for 150 Acres of Land Bought from French Coy in Pigeon Bay, 11 April 1845 (Canterbury Museum Archives, Lands and Survey Records, 40/2, deed no.35).

³ Francis Sinclair to William Sinclair, 14 April 1845, printed in the New Zealand Journal, vol. 5, 25 Oct. 1845.

⁴ Evidence of Paurini Hirawea, Akaroa, 13 March 1880, quoting Hoani Papita Akaroa's testimony to Johnson (WArc: Maori Affairs 67/81; Wai-27 Document #G2, p.457 in Maori and p.460 in English); Jacobson, Tales of Banks Peninsula, 3rd ed., p.251-252.

⁵ Shipping news in New Zealand Spectator and Cooks Straits Guardian, 12 Dec. 1846 and 2 Jan. 1847. Heremia Mautai's name is given as "Moutai". The Akaroa Maori seem to have taken turns at being master of the Sisters, which engaged in extensive coastal trading for many years.

⁶ Station of the Assumption at Akaroa. Register of Baptisms, Marriages and Interments, commencing 25th of August 1844. Baptismal entry for 8 March 1846 (Christchurch Catholic

men who objected to Belligny's 1845 payment is based only on circumstantial evidence, however.¹

It is more likely that Te Ruaparae, Akaroa and Mautai maintained their opposition. In 1856, J.G. Johnson found that a number of Maori residents had never agreed to the sale to the French. When sending Hamilton to extinguish the Maori claim to land at Akaroa, McLean accordingly specified that "compensation should be given to the Akaroa claimants, who did not participate in the first sale [to the French], to the amount of £150".² Akaroa and Mautai were each given £50 on this occasion, the remaining £50 going to Wiremu Karaweko of Onuku.

Among the lesser items given in payment, Robinson listed cattle, one horse, clothes of all sorts, oars, agricultural tools, boat nails, a great number of crosscut and pit saws, double-barrelled guns, pistols and "a variety of other things".³

Further payments

In addition to the payments of about £1500 in goods made in March 1845, Belligny promised further payments of £100 a year for two years and £50 a year for five years, making a total of £450 still promised and unpaid.⁴ It was these payments that the Maori still expected when Mantell went to Akaroa in 1849 to extinguish the Maori title to the peninsula.

Boundaries

The boundary of the land on the northern side of the peninsula, paid for on 4 March 1845, is marked on the surviving Belligny map. The area paid for includes all of Port Cooper, Port Levy, Pigeon Bay, Okains Bay and Le Bons Bay, and can be roughly described as the northern half of the peninsula. The boundary line runs from approximately the mouth of the Heathcote River, west and south around the base of the Port Hills to a place marked as Kaitouna (Kaituna, now known as Ataahua), and then across the peninsula in a straight line to Putakolo (Hickory Bay).⁵ For some reason, the western boundary of the southern part of the peninsula paid for on 31 March 1845 is not marked on this map.

Diocesan Archives). Smith-Nairn Commission, Evidence 75, given by Tame Karangahape, 16 March 1880 (WArc: Maori Affairs 67/81; Wai-27 Document #G2, p.426 in Maori and p.431 in English).

¹A French naval captain asserts that the ship was given to Tuauau. The brevity of his stay in Akaroa (13 April - 6 May 1846) and his lack of local knowledge mean that Leconte is not to be relied on for accuracy of detail (Leconte, *Mémoires pittoresques d'un officier de marine*. Brest: 1851, II, 407).

²J.G. Johnson to D. McLean, 7 June 1856; D. McLean, Memorandum, 13 Aug. 1856, in McKay, *Compendium*, II, 9-12.

³Robinson to the Superintendent, Wellington, 23 April 1845 (NM 8 1845/183, filed with 1849/870).

⁴Robinson to the Superintendent, Wellington, 23 April 1845 (NM 8 1845/183, filed with 1849/870).

⁵The northwestern boundary is confirmed as running south from Te Onepoto (Redcliffs beach) by Teone Te Uki in a letter to Mantell, 9 Aug. 1849 (Hocken: MS 70, copied and translated in WAI-27, G2, pp.385, 390).

However, this can be deduced from Bérard's very professional maps of the peninsula, which have the same boundaries marked on it.¹ On the published version of Bérard's map, the line across the peninsula is clearly marked as the dividing line between the "concessions of the northern tribes" and the "concession of the southern tribes". A dotted line (among many) on Bérard's sketch map is more clearly to be interpreted as the western boundary of the southern concession on the published map. It runs along the eastern shore of Waihora (Lake Ellesmere) and across the eastern end of the Kaitorete Spit (at Waikakahi) to reach the sea at Birdlings Flat. It thus includes Wairewa and all the southern bays of the peninsula, including Akaroa Harbour.

No reserves are marked on any of the maps, but they must have been mentioned in the missing deeds. Belligny told the Maori "that in case the Governor, when he investigated the matter said the payment was not sufficient, that they would be guided by his decision, both as to such payment, and Native Reserves".²

The significance of the payments

It is likely, both because of his character and his self-interest, that Belligny took every precaution to come to a proper understanding with Kai Tahu. He had a good understanding of Maori, as well as of English, and seems to have been respected and liked by the local Maori communities under his Maori name of Te Perini.³ Robinson described the Maori as very willing vendors: "It was the Natives' earnest wish to sell, the only difficulty was, whether they should accept goods, for they preferred money."⁴

Our information on these 1845 payments depends very heavily, however, on the testimony of Robinson, Belligny and Bérard, who all had an interest in the success of the French claim. A rather different perspective is given by another Frenchman, a member of the crew of Bérard's ship, the Rhin, who saw the agreement as forced on the Maori by the presence of the French naval ship:

"Banks Peninsula had been bought from the Maori by a French company headed by Mr Decazes. Payment was to be made in three instalments, two of which had been paid when the Maori King [Iwikau] died and his successors did not want to recognise the deed of sale. The Maori had already come to the [European] settlement, and seemed to want to indulge in pillaging, when the captain [Bérard] had the ship's launch and longboat placed in a state of war. The Maori, seeing what we were doing, accepted all the conditions."⁵

¹Maling, Early Sketches and Charts, 1981, plates 34 and 37.

²Robinson to the Superintendent, Wellington, 23 April 1845 (NM 8 1845/183, filed with 1849/870). Despite some anomalies in his description of them, it would seem to be these 1845 deeds that J.G. Johnson examined in 1856, and that a clause was attached to the deed of sale of the southern half of the peninsula, granting the Akaroa Maori two bays as reserves, one on each side of Akaroa Harbour (J.G. Johnson to D. McLean, 7 June and 5 Aug. 1856, in A. McKay, Compendium, II, pp.9-11). Such reserves do not figure in any of the other French deeds.

³Bérard to Naval Minister, 4 April 1845 (Archives Nationales: Marine BB4 1011); Iwikau told Godfrey: "Te Perini is good to us, he has always helped us, he has never done us any harm, he had never told us to go away; you see that it is right that we love him" (Belligny to Joly, 10 Oct. 1843, Archives de La Grave: 369/D19).

⁴Robinson to the Superintendent, Wellington, 23 April 1845 (NM 8 1845/183, filed with 1849/870).

⁵Anon., "Voyage de la corvette le Rhin aux îles du Pacifique par un homme de l'équipage 1842-1846" (Muséum d'Histoire Naturelle, La Rochelle: ms 332).

The identity of the sailor who wrote these words is not known, but he was present in Akaroa at the time, even if, not being an officer, he was not privy to the details of the negotiations. The Rhin's log confirms that preparations began on 1 March 1845 to place the platform for a large cannon on the ship's launch, and that the latter was placed in a state of war on 4 March. Cannon and lighter weaponry training was carried out that day and the next.¹ These dates coincide with the payment for the northern half of Banks Peninsula, which took place precisely on 4 March.

Belligny's payments had three explicit aims, two of which had the Maori in mind, rather than the British administration. One aim, he told Robinson, was to redeem a promise that he had made to the Maori. Another was to ensure the safety of the French colonists when the Rhin was not in port.² The third aim was to make the Nanto-Bordelaise Company's land title more secure so that it could be sold at an advantageous price to the New Zealand Company in London.

William Green, owner of the Victoria Inn in Akaroa, had been delivered a letter by several chiefs, which insisted that he should pay for the land his house was on, as, it was alleged, Belligny had never paid for it. (This land was, however, within the area acknowledged by Tikao in 1843 as sold.) Robinson managed to dissuade the chiefs from going to every house with the same demand: "I [told them] that I could not permit any violence and that they must await with patience the decision of the Governor. Although rather violent at first, they retired promising to follow my directions." Had Belligny not made the payment, wrote Robinson, the Maori would have "plundered every house in the place, assisted probably by some of the worst white inhabitants", once the French corvette was no longer there.⁴

Bérard and Belligny felt that earlier French payments of "utu" to Kai Tahu for their land had prevented them from being as violent as some Maori further north. Along with Robinson, they noted a new restlessness among the local Maori after the Wairau affair in 1843. After news of a Maori-European clash at Russell in 1845, Robinson wrote:

"I instructed the Chief Constable to be more than ever careful, that not the slightest provocation towards a Native should be tolerated, although from the indulgence and kindness they ever receive here, this was almost unnecessary.

There is little fear of any outbreak amongst the native population of this peninsula, so long as the success of the Maoris is confined to Russell.

The payment made by the French will have the effect of quieting the majority of them for a time, but I would not have answered for the consequences of a much longer delay."⁵

The further payment in 1845 was accompanied by the construction of three block-houses by the sailors of the Rhin to protect the Europeans of German, French and English Towns in case of attack.

¹Rhin log, 1-5 March 1845 (Archives du Port de Toulon).

²Robinson to the Superintendent, Wellington, 23 April 1845 (NM 8 1845/183, filed with 1849/870).

³Robinson to the Superintendent, Wellington, 13 March 1845 (NM 8 1845/131).

⁴Robinson to the Superintendent, Wellington, 23 April 1845 (NM 8 1845/183, filed with 1849/870).

⁵Robinson to the Superintendent, Wellington, 23 April 1845 (NM 8 1845/183, filed with 1849/870).

Robinson's reports at this time show that the 1845 deeds of sale did not mean that anyone had to shift from where they were then living. The French had no plans to extend their settlement. And Belligny was perfectly aware that the payments might well not satisfy the British authorities:

"M. Belligny admitted to me," wrote Robinson, "as did the Commandant [Bérard], that the purchase was not according to the terms of the Proclamation [..]."

I feel sure that it never entered the heads of either M. Belligny or the Commandant, to dispossess any one, either Native or White man, of the lands they occupied, on account of this payment to the Natives. Every body is aware of this, and I am perfectly certain, that neither M. Bérard or the French Government, have had for a long time past any ulterior views relative to Banks Peninsula.

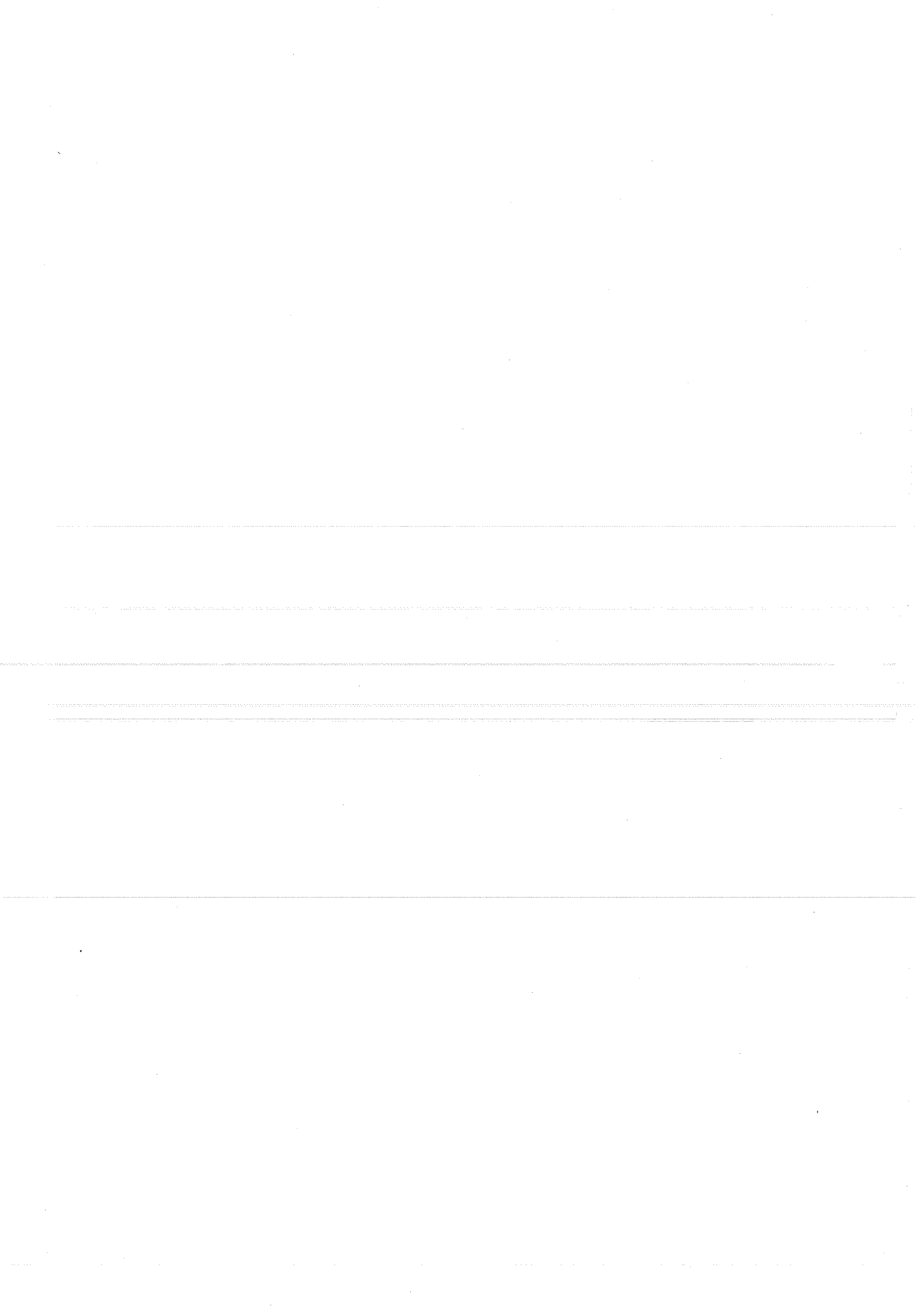
I cannot help regretting that this question is not terminated, in some way or other. M. Belligny has gone home to endeavour to sell to the New Zealand Company. I do not think there will be any further attempts at colonization on his part. The object of the Nanto-Bordelaise Company, is, to regain the money they have expended, with a fair interest for their capital. That of the French Government, to see the Coy. satisfied, because it is bound in writing to the Compy, but nothing M. Guizot desires more than a quiet, but moderate settlement of the Compy's Claim."¹

Robinson was an intimate friend of Belligny's and his opinion here can be accepted as faithfully reflecting Belligny's. Belligny does seem to have expected, with considerable justification, to return to New Zealand as the French Consul. He would have hoped, however, that the New Zealand Company, rather than the Nanto-Bordelaise Company, would complete the purchase of Banks Peninsula, reaching a final agreement as to price and reserves with both Kai Tahu and the New Zealand Government.

After making the March payments, Belligny felt able to return to Europe to assist in the sale of the Nanto-Bordelaise Company's land on Banks Peninsula to the New Zealand Company. Accordingly, he embarked as a passenger on the French whaling ship, Pallas, along with one French colonist who had decided to return home to France. The Pallas left Akaroa on 14 April 1845. There was no longer any official representative of the Nanto-Bordelaise Company in New Zealand.²

¹Robinson to the Superintendent, Wellington, 23 April 1845 (NM 8 1845/183, filed with 1849/870).

²Rhin log, 18-19 May 1845 (Archives du Port de Toulon); Pallas muster roll (Archives départementales de la Seine Maritime: 6P6 126)



LONDON, 1841-1849

When the French ships, the Aube and the Comte de Paris, arrived in New Zealand in 1840, they found that British sovereignty had been declared over the South Island and that land purchases made prior to British annexation had to be examined by the British authorities before they would be recognised. This affected a number of French landholders living at or near the Bay of Islands as well as Langlois's claim to Banks Peninsula. Captain Lavaud reported this state of affairs in his despatches to France in July and August 1840, enclosing French translations of the New South Wales bill empowering commissioners to examine land claims.¹

The French government lost no time in contacting the British government. It did not question British sovereignty, but inquired politely into the status of French landholders in New Zealand. In February 1841, the French Foreign Minister, through the French embassy in London, asked the British government to ensure equitable treatment for French colonists. The official reply gave an assurance that French settlers' rights would be protected.²

There the matter rested for about a year. Hobson's despatch suggesting that the Nanto-Bordelaise Company be treated in the same manner as the New Zealand Company then arrived and was submitted to the Colonial Land and Emigration Office for their opinion. Various practical difficulties with the suggestion were outlined (notably the difficulty of proving expenditure made in France), but approval was eventually given. The company was invited to prove its claim. It would receive the appropriate amount of land (four acres per £1 of expenditure), not on Banks Peninsula, but in the north of the North Island, in accordance with Hobson's desire to consolidate European settlement there. Naturalization of the French colonists would be encouraged.³

The initiative then lay with the Nanto-Bordelaise Company to prove its claim. In 1843, the British Foreign Minister asked the French government whether anything had been done, and was told that Guizot was awaiting the imminent return of Lavaud from New Zealand before taking the matter further. A further inquiry in 1844 elicited the reply that Guizot was now

¹Lavaud to Minister of the Navy and Colonies, 19 and 24 July, 20 August 1840, with enclosures (Archives Nationales: Marine BB4 1011).

²Guizot to Ste-Aulaire, 3 Feb. 1841 (Archives du Ministère des Affaires Etrangères: Correspondance Politique, Angleterre/659, f.210); Bourqueney to Palmerston, 17 Feb. 1841 (Archives du Ministère des Affaires Etrangères: Mémoires et Documents, Océanie/15, f.179-180); FO to CO, 26 Feb. 1841 (FO 27/639); Palmerston to Bourqueney, 26 Feb. 1841 (Archives du Ministère des Affaires Etrangères: Mémoires et Documents, Océanie/14, f.197); CO to FO, 9 March 1841 (FO 27/640); Palmerston to Bourqueney, 27 March 1841 (FO 27/638; Archives du Ministère des Affaires Etrangères: Mémoires et Documents, Océanie/15, f.181).

³Hobson to Stanley, 5 Nov. 1841 (BPP NZ 3 1842 (569) 164-165); Elliott and Villiers to J. Stephen, 24 June 1842 (FO 27/661; Archives du Ministère des Affaires Etrangères: Mémoires et Documents, Océanie/16, f.200-207); Hope to Addington, 14 July 1842 (FO 27/661); Aberdeen to Cowley, 28 July 1842 (FO 27/646; Archives du Ministère des Affaires Etrangères: Mémoires et Documents, Océanie/15, f.177-178). The suggestion that land be granted at Kaitia was not followed up. Belligny, the Nanto-Bordelaise Company's agent in New Zealand, wrote back to France in vehement opposition to the proposal (Belligny to Joly, 1 April 1843, Archives de La Grave: 369/D19).

wanting to confer with "the colonists' delegates", the Nanto-Bordelaise Company.¹

These consultations took place immediately. At two meetings of the Nanto-Bordelaise Company in July 1844, Maillères, a shareholder in the Nanto-Bordelaise Company and a Bordeaux City Councillor, was given the authority to act on behalf of the French company. Langlois was, however, not present at these meetings and refused to cooperate with the other members of the company. Maillères was to go to London and negotiate with the British Colonial Office for recognition of the Nanto-Bordelaise Company's land claim. Guizot gave permission for French government expenditure to be included in the amount of money the company would claim to have spent on its colonising venture. At the same time, the French government would ask its diplomatic representatives in London to support the company's negotiations in every possible way.²

Maillères made at least three trips to London in 1844. From the very beginning, he was negotiating with the New Zealand Company as well as the Colonial Office, for, once the French land claim was recognised, the New Zealand Company was expected to buy the French company's New Zealand land. The New Zealand Company encouraged him in his efforts to have the French land claim officially recognised, intimating that he could eventually expect some £50,000 from the sale of the land.³

The French Embassy in London placed Maillères in contact with the right people and discussed Nanto-Bordelaise Company matters with the Secretaries of State at the Foreign and Colonial Office, who were reported as being well-disposed to the company's interests. According to Maillères, Stanley assured him he would be treated as well as, if not better than, a British company in the same position.⁴

In October 1844, Maillères presented the Colonial Land and Emigration Office with copies of the Nanto-Bordelaise Company's land deeds and a statement of expenses, partly substantiated by receipts. In making out his case, Maillères laid claim to Banks Peninsula (which he mistakenly believed was only about 30,000 acres in area) and to a further 118,000 acres between Port Cooper and Kaikoura, making 148,000 acres altogether.

His claim to land beyond Banks Peninsula was presumably based on the land purchase deed dated 12 August 1840, which was among the documents he presented to the Colonial Land and Emigration Commissioners. Maillères, an elderly man in poor health who had never

¹Aberdeen to Cowley, 9 Oct. 1843 (FO 27/664; Archives du Ministère des Affaires Étrangères: Mémoires et Documents, Océanie/15, f.244); Cowley to Aberdeen, 13 Oct. 1843 (FO 27/670) and 24 May 1844 (FO 27/696).

²Duc Decazes, letter of recommendation for Maillères, 19 Sept. 1844 (Archives du Ministère des Affaires Étrangères: Mémoires et Documents, Océanie/16, f.232); Nanto-Bordelaise Company Minutes, 20 Sept. 1844 (Archives de La Grave: 369).

³Maillères, Entretiens avec Wakefield et Harington, 3 and 5 Sept. 1844 (Archives de La Grave: 369). Contact with the New Zealand Company had been made much earlier than this: see Balguerie & Co. to Sampson Batard & Co., Oct. 1843 (CO 208/42, 43/2469, f.597), where marginal comments refer back to 1842.

⁴Sainte-Aulaire to Guizot, 28 June 1844 (Archives du Ministère des Affaires Étrangères: Mémoires et Documents, Océanie/16, f.222-223); Maillères to Colonial Land and Emigration Office, 25 Oct. 1844 (CO 209/40, f.207-212).

been to New Zealand, was handicapped by a limited knowledge of New Zealand geography when presenting the French case and was not always the master of the detail of his brief. His overall strategy was, however, to emphasise the improvements that the French colonists had made to the land and to suggest that the Treaty of Waitangi applied only to the North Island, as the South Island had been officially annexed by right of discovery and not by cession from the Maori.¹

The Land and Emigration Office reported back to the Minister in November 1844 that the Nanto-Bordelaise Company had proved an expenditure of £10,542 (268,832 francs). No vouchers had been produced for a further 647,893 francs of alleged expenditure. French government expenditure was disallowed, as were interest payments. Some problems in separating colonising from whaling expenditure had been encountered. The production of further receipts eventually brought the total proved expenditure up to £11,685. However, the Land and Emigration Office requested the production of the original 1838 deed before proceeding further, as Land Commissioner Godfrey had explicitly commented on the lack of proof of an 1838 land sale in his report on the 1843 hearing in Akaroa.²

On receiving the Land and Emigration Office's first report, the Colonial Office wrote to Maillères, saying that it could not grant more land than the Nanto-Bordelaise Company had bought from the Maori, but it was anxious to afford the company every facility to obtain a complete title. Sufficient expenditure had been proved to justify the requested Crown Grant of 30,000 acres on Banks Peninsula, but proof of purchase was still required. As the original 1838 deed was in France, it should be presented to the Colonial Office in London. On receipt of the original deed, Stanley would, "as an act of favor", send instructions to the Governor to issue a grant, subject however to the approval of the Land Commissioners in New Zealand.

However, "if the Commissioners upon comparing the Deed with the evidence already before them should be of opinion that it does not convey the interests of all the Aboriginal Proprietors that have been proved to exist, he is to direct one of the Officers of the Government to assist M. Belligny in making arrangements for the compensation of any Parties who possess such interests, but who hitherto have omitted to sign the Deeds of Sale. The Governor will then issue the formal Grant from the Crown".³ By talking of compensation rather than of completing the sale, the Colonial Office was following the procedures followed when regularising the New Zealand Company claims. The deed would prove that a sale had taken place, and those Maori who had signed it would be deemed to have been satisfied.

In a private letter, Stanley expressed his regret that he could not himself issue a Crown Grant, as the French requested. However, if he instructed the

¹Maillères to Colonial Land and Emigration Office, 25 Oct. 1844 (CO 209/40, f.207-212). For a list of the documents he produced in support of his claim, see CO 209/40, f.221-223, reproduced in Wai - 27 Doc #L3, vol. II, p.109-117. Maillères was apparently not aware that the Treaty of Waitangi had been signed at Akaroa and elsewhere in the South Island.

²Lefevre and Wood to J. Stephen, 8 Nov. 1844 (CO 209/40, 44/1329, f.213-220; WArc: G1/13; Wai - 27 Doc #L3, vol. II, p.93-108) and 12 Dec. 1844 (CO 209/40, 44/1427; WArc: G1/13; Wai - 27 Doc #L3, vol. II, p.121-123).

³Hope to Maillères, 28 Nov. 1844 (CO 208/65, 49/1978, f.601; WArc: G1/13; Wai - 27 #L3, vol. II, p.124-130).

Governor to issue a conditional grant to the Nanto-Bordelaise Company, subject to proof of purchase, this would come, he felt, to the same thing. He promised to facilitate the proving of the purchase as far as he could without interfering indiscreetly in a judicial matter, and assured the French that no grant would be issued to any of the competing claimants while the Nanto-Bordelaise Company's claim was being negotiated.¹

Maillères returned to France to obtain the original 1838 land deed. However, despite widespread enquiries among members of the Nanto-Bordelaise Company and government departments, he was unable to locate it. He had assumed that Langlois held it, but Langlois said he had last seen it in the dossier of the other directors of the company at the time of a civil case which he had won against them in Bordeaux.²

Maillères was therefore forced to return to London in June 1845 without the 1838 deed, and to argue that the Nanto-Bordelaise Company's claim did not rely on his production of it. According to the Nanto-Bordelaise Company's constitution, Maillères could not act on the company's behalf without power of attorney from all of its original members. This time he had the authority of all the Nanto-Bordelaise Company directors, including Langlois, who held the originals of the land deeds executed in 1840. Maillères seems to have obtained two of these deeds from Langlois and to have taken them to London. Once again Maillères was given the full support of the French Embassy: Aberdeen was asked to intervene on their behalf to press for a quick conclusion to the affair. The French feared that, with the New Zealand Company pressing for recognition of its claims, the British government might hesitate to create a precedent in allowing the French claim.³

Maillères argued that the existence of the missing 1838 deed was proved by subsequent deeds and events, and that it was "only the first of the proofs that negotiations were conducted with some New Zealand chiefs and landowners, that they were found willing to sell, to enter into an agreement, but this simple document had to be followed by other more serious and more explicit deeds". That is, the 1838 deed was a first step in a willing sale, and its terms were replaced by those of the later deeds.⁴

Maillères's dossier was placed before Lieutenant-Colonel Godfrey, the man who, in his capacity as a Land Commissioner, had heard the Nanto-Bordelaise Company's claim in Akaroa in 1843 and who was now back in London.⁵ Godfrey had brought back from New Zealand the notes he had taken at the Akaroa hearing, but on that occasion he had only been

¹ Stanley to Sainte-Aulaire, 1 Dec. 1844 (CO 208/65, 49/1978, f.602). This is a private letter from Stanley's home address which was added to New Zealand Co. records in 1849 when a copy of a French translation of the letter was obtained from France.

² Langlois to L. Maillères, 16 Nov. 1844 (Archives de La Grave: 369).

³ Maillères to Stanley, 10 and 17 June 1845 (CO 209/41, f.434-435, 436-437); Sainte-Aulaire to Aberdeen, 24 June 1845 (FO 27/737); Sainte-Aulaire to Guizot, 18 June 1845 (Archives du Ministère des Affaires Etrangères: Mémoires et Documents, Océanie, vol. 16, f.221). For copies of Langlois's 11 and 12 Aug. 1840 deeds, see CO 209/41, f.438-447.

⁴ Maillères to Wood, 25 June 1845 (WArc: G1/13; Wai - 27 Doc #L3, vol. II, p.136-168). For an English translation, see Wai - 27 Doc #L3, vol. I, p.99-104, but I have used my own translation here. Typically, Maillères writes 'Bay of Islands' instead of 'Pigeon Bay' at one point. Other less compelling reasons advanced by Maillères for recognising the French land claim include the importance of the French politicians and diplomats supporting his case.

⁵ Hope to Godfrey, 30 June 1845 (WArc: G1/13; Wai - 27 Doc #L3, vol. II, p.131-135).

presented with one land deed, the deed written in August 1840 but antedated 1838. Now he had before him the originals of two other 1840 deeds and a copy of the 1838 deed.

In his report to the Colonial Office,¹ Godfrey dismisses the 11 August 1840 deed on the grounds that it was executed after Governors Gipps and Hobson had issued their proclamations in January and February 1840. He incorrectly alleges that Langlois had called in to Van Diemens Land on his way to New Zealand and would therefore have known in advance of the British annexation of New Zealand.

The 12 August 1840 deed is rejected for two further reasons: the signatories were owners of only a small part of the area being conveyed; and much of it had been sold earlier to Europeans by Tuhawaiki and others who had a considerable interest in it.

This left the 1838 deed. Chigary, who figures in the deed as the principle landowner, is seen by Godfrey as only one relatively minor person with rights to Banks Peninsula. He lists Iwikau, Taiaroa, Tuhawaiki and Patuki as more influential chiefs whose approval of the sale was needed. Godfrey, then, thought that the 1838 deed did not bear the signatures of the true principle landowners. Like others who examined copies of this deed, he must have found it impossible to establish the identity of many of the signatories, however. And he was probably unaware that some of the chiefs whom he encountered in 1843 were not living on Banks Peninsula in 1838.

A second weakness of the deed, in Godfrey's view, was that, as Maillères himself admitted, it was a promise to sell and not a completed sale. Langlois paid only a small deposit (£6) on the total purchase price (£40). From a reading of the text of the deed, it is hard to see why Godfrey saw it as a promise to sell "a portion" of Banks Peninsula, rather than the whole. His view here is based on other evidence.

Thirdly, there had been no Maori confirmation of the transaction. Chigary had not been brought before his court in Akaroa as a witness. Those who had appeared had denied any 1838 sale, but had admitted the sale in August 1840 of several specific pieces of land at Akaroa, Pigeon Bay, Port Levy and Port Cooper. "These are the only lands the Natives consider themselves paid for, or that they have in any mode granted or allotted to Captain Langlois - and whatever further quantity they might grant him would entirely depend upon his future payments".

Godfrey's view, then, was that the only authentic sale had occurred in August 1840, when specific pieces of land were sold and paid for, and the Maori owners "then promised, and were still willing, to part with a greater quantity". The major chiefs who had not signed the deed, Tuhawaiki and Patuki, were willing to do so on receipt of part of the payment. He anticipated that the French would be able to complete the purchase of "the greater part of Bank Peninsula" for a small sum, and that the Maori, whom he falsely estimated to number less than 180, would not want to reserve for themselves any more than "their pahs and their cultivation grounds". Edward Shortland, who had

¹Godfrey to Hope, 2 July 1845 (CO 209/41, f.286-290; WArc: G1/13; Wai - 27 Doc #L3, vol. II, p.169-184, plus enclosures, p.185-205).

good local knowledge, should be sent to help in further negotiations between the French and the Maori.

The new evidence placed before him in 1845 only led Godfrey to see in it signs of Langlois's unreasonableness. Langlois's "omissions or irregularities" should not be allowed to disturb the industrious colony set up by the Nanto-Bordelaise Company. Another worthy claimant, Rhodes, had a claim that could be accommodated alongside that of the French. Godfrey, then, was relatively negative but vague in the amount of land he regarded as having been already sold to the French, but very positive with regard to the possibility that they could complete the sale of most of Banks Peninsula without any trouble and with little extra expense.

Lord Stanley's despatch of 7 July 1845 to Lieutenant-Governor Grey gives instructions for the settlement of the Nanto-Bordelaise Company's claim.¹ These instructions are based firstly on the Land and Emigration Office's recognition that the Nanto-Bordelaise Company had proved an expenditure of £11,685 on colonisation and secondly on Godfrey's supplementary 1845 report on the land either already sold, or which the Maori were willing to sell, to the French. Godfrey's updating of the earlier report he wrote in his role as Land Commissioner is seen as obviating the necessity for a further Land Commission inquiry in New Zealand. Stanley and Godfrey were, of course, ignorant of the further payments made to the Maori by Belligny in March 1845.

Assuming that Godfrey was right in saying that the Maori would be willing sellers of further land on Banks Peninsula, Stanley simply asks, following Godfrey's suggestion, that Edward Shortland or another officer be sent to Akaroa to give the French quiet possession of the land they have already bought and to arrange for the Maori to be paid for more land up to a maximum of 30,000 acres. Although French expenditure justified more land than this, it was the amount they had laid claim to on Banks Peninsula. "You will waive on behalf of Her Majesty the right of pre-emption over the extent of land remaining to make up 30,000 acres, after deducting the quantity of which it has been reported the Natives have admitted the sale".

The government officer sent to Akaroa should be issued with "instructions similar to those given to Mr Spain respecting the compensation to be paid by the New Zealand Company to the natives of Port Nicholson". A Crown Grant should then be issued to the Nanto-Bordelaise Company. The officer's task, then, was to be one of arranging compensation, not of judging the validity of the company's claim.²

Although Stanley insisted that these arrangements should be carried out with as little delay as possible and expressed the view that delay would be unfair to the claimants, little was done in New Zealand. With no official representative of the Nanto-Bordelaise Company left in New Zealand to exert pressure on him, Grey seems to have done nothing until 1848, when

¹ Stanley to Grey, 7 July 1845 (BPP NZ 5 1846 (337) 78-80; WArc: G1/13; Wai - 27 Doc #L3, vol. II, p.1-14, plus enclosures, p.5-205).

² For Fitzroy's instructions to Spain, see BPP NZ 4 1845 (131) 36.

he visited Akaroa. And even then, the absence of a company agent meant that he felt that there was little he could do.¹

The New Zealand Company too was waiting for the confirmation of the Nanto-Bordelaise Company's land claim before proceeding to buy them out. It was not until April 1847 that the New Zealand Company decided to try to negotiate in earnest with the Nanto-Bordelaise Company. A Crown Grant had still not been issued to the French company, but the New Zealand Company was beginning to look at the Port Cooper region again as a possible site for a new settlement.² It was anxious to make the purchase before the passing of a new bill in the House of Commons altered its position and perhaps prevented it from entering into such a negotiation.³

The former Akaroa magistrate, C.B. Robinson, was engaged by the New Zealand Company to negotiate on their behalf. Robinson's friend, Belligny, who had returned to France from his position as company agent in Akaroa, was anxious to get the money that the Nanto-Bordelaise Company owed him, and he aided and abetted Robinson in his efforts in return for special consideration from the New Zealand Company. Negotiations were extremely detailed and intricate but, largely because Langlois held out for more than the £7500 that the New Zealand Company was prepared to pay, they were suspended in October 1847 and terminated in January 1848. The New Zealand Company insisted on the absolute transfer of all the interests and rights of the entire Nanto-Bordelaise Company.⁴

When the negotiations were renewed between the two colonising companies in May 1848, the New Zealand Company had reduced the price it was prepared to pay, for it was realised that the Nanto-Bordelaise Company was under pressure to pay its debts. After many months of posturing,⁵ a representative of the Nanto-Bordelaise Company, Louis Cuzon, and Belligny went to London in February 1849 and concluded a preliminary agreement with the New Zealand Company.⁶ They returned to France to carry out the conditions of the agreement. Their main task was to wind up the Nanto-Bordelaise Company and place its affairs in the hands of a liquidator, Laurent Raillard. This was done on 23 May 1849.⁷ It had the desired effect of allowing Raillard to act on behalf of the company without the need for Langlois's concurrence.

¹Grey's draft for Dillon to Fox, 26 April 1849 (WArc: NM 8 1849/870). Grey claimed that he had been seeking a French Company agent since 1845 without success and "I even took the trouble to visit Akaroa for the purpose of trying to bring this adjustment about".

²The Port Cooper district had been explored in 1841, 1842 and 1844 as a possible site for a settlement, but it was not finally chosen by the Canterbury Association until 1849 (Hight and Straubel, *A History of Canterbury*, vol.1, p.115-120).

³Harington to Robinson, 26 June 1847 (CO 208/54, f.329-332). Although this letter was written as part of a ploy to get the Nanto-Bordelaise Company to come quickly to terms, the reason alleged was almost certainly a valid one.

⁴See Robinson's correspondence with Harington, the N.Z. Co. Secretary, 30 April 1847-12 Feb. 1848 (CO 208/54-56).

⁵See Robinson's correspondence with Harington, 21 April 1848-7 Feb. 1849 (CO 208/57-62).

⁶BPP NZ 8 1852 (570) 352-355; WArc: NZC 38/1 194 (copy).

⁷Compagnie Nanto-Bordelaise, acte de dissolution (Archives de la Ville de Paris: D 31 U3 158, acte no. 741).

Raillard was thus able to go to London and conclude a definitive agreement with the New Zealand Company on 30 June 1849.¹ This document conveyed the Nanto-Bordelaise Company's land, buildings and chattels on Banks Peninsula to the New Zealand Company for £4500. The decrease in the price offered by the New Zealand Company was partly attributable to Earl Grey's rejection of the Nanto-Bordelaise Company's claim to more than 30,000 acres on Banks Peninsula.² Land sold by the Nanto-Bordelaise Company to individual settlers was listed in a schedule and excluded from this sale. Special and rather complex arrangements were entered into for the sale of Belligny's personal land holdings.³ As part payment for his services, the Nanto-Bordelaise Company had granted Belligny one tenth of the company's land on Banks Peninsula.⁴ A farm of 1200 acres at what is now known as French Farm was regarded as belonging to the Duke Decazes. Belligny had written authority to buy land on the duke's behalf.⁵ However, Belligny, who was issuing land deeds on behalf of the Nanto-Bordelaise Company, had felt that he could not write out deeds to himself. The indentures by which Belligny conveyed his personal land holdings to individual members of the New Zealand Company (Aglionby, Lyall and Boulcott), and eventually to C.B. Robinson, mention only 250 acres which Belligny was selling for £200. They specify, moreover, that Belligny had no legal title to the land he was "selling". In return for surrendering his 250 acres, Belligny was, however, to get 125 acres at Pigeon Bay and 25 acres at German Bay, but both of these pieces of land would in fact become the property of Belligny's assignee, Robinson. This complex arrangement may have been the New Zealand Company's way of paying Belligny for his services.⁶

One of the points at issue between the two companies during their protracted negotiations was who should be responsible for any further payment that might have to be paid to the Maori. The final deed makes it plain that this was to be the New Zealand Company's responsibility. The conveyance was made "subject nevertheless to the said sales and concessions [to settlers] mentioned and set forth in the Schedule to the presents and to the payment of all compensation if any to the Natives that may hereafter be required and enforced but free from all other incumbrances". The preliminary deed had also excepted "all monies (if any) payable by way of compensation to the natives, or in the nature of fees, in reference to obtaining the grant from the Crown".

¹WArc: NZC 38/1 199 (original on parchment); NM 8 1849/870.

²Harington to Earl Grey, 10 Nov. 1848; Hawes to Harington, 30 Nov. 1848 (BPP NZ 6 1849 (1120) 109-111).

³Indentures, 26 and 27 March 1849 (Canterbury Museum Library: Records of the Lands and Survey Department, Canterbury, 40/3 (original 26 March deed on parchment)); WArc: NZC 38/1 195 and 196; WArc: NZC 102/20, p.310-337 (attested copies).

⁴Belligny to Joly, 28 Dec. 1843 (Archives de La Grave: 369/D19).

⁵Copie de la note remise à Mr Maillères par Mr le Duc, 29 June 1847 (Archives de La Grave: 370). Belligny had spent 4223.75 francs on Decazes's behalf, which had included land at Kororareka bought in Cafler's name. Decazes's desire for anonymity meant that he abandoned any claims he might have had to compensation.

⁶Robinson had earlier asked Harington to pay "£1000 to Mons. de Belligny, nominally for his share and interest in the company's claims, but really chiefly for his important aid in bringing the affair to a successful conclusion" (Robinson to Harington, 10 May 1847, CO 208/54, f.293-296). Harington was high-minded but ambivalent in his reply (CO 208/54, f.297-304).

The New Zealand Company had therefore purchased the Nanto-Bordelaise Company's claim to an as yet undefined area of up to 30,000 acres on Banks Peninsula. A Crown Grant had not yet been issued, but the New Zealand Company undertook to make any further payments to the Maori that would be required to gain such a grant.

The Nanto-Bordelaise Company handed over to the New Zealand Company five "treaties with the Natives" which were sent on the "Berkshire" in October 1849 to the company's Principal Agent in New Zealand, William Fox, along with the originals of a number of other documents.¹ These treaties were numbered 1, 2, 3, 4 and 7. The first and third were on parchment and can be assumed to be originals. Their present whereabouts is not known.

Raillard's deed conveying the Nanto-Bordelaise Company's rights to the New Zealand Company reached Fox early in December 1849. Fox told Carrington, the surveyor who was engaged in marking out the Nanto-Bordelaise Company's 30,000 acres, that it was no longer necessary to do so.² This was because payment had already been made to the Maori for the Port Cooper and Port Levy Blocks and, now that the New Zealand Company also owned the French company's land, it was no longer necessary to distinguish it from the rest. The Akaroa Block, however, remained in dispute.

¹Few and Co. to Harington, 2 Oct. 1849, with schedule; Harington to Fox, 2 Oct. 1849 (WArc: NZC 102/20 p.288-292; WArc: NM 8 1849/870). See also the marginal comments in the draft despatches (WArc: NZC 13/6 49/2760).

²Fox to Domett, 4 Dec. 1849 (WArc: NM 8 1849/1239). The deed became the property of the Canterbury Association but was grudgingly surrendered to the New Munster administration. Domett sent it to the Commissioner of Crown Lands on 30 Sept. 1852 with a request that it be filed in his office (Canterbury Museum: 52/963, in Lands and Survey Records 40/3).

EPILOGUE

The French obtained Maori signatures on one deed in 1838, three deeds in 1840, and two deeds in 1845. The signatures on the 1838 deed probably represented the main chiefs in the very depleted Port Cooper population at the time. The 1840 deeds bore the signatures of a number of leading chiefs of the whole of Banks Peninsula, but not those of the senior Kai Tahu chiefs living further to the south. The Maori understanding of the 1838 and 1840 deeds often differed considerably from the text of the French deeds.

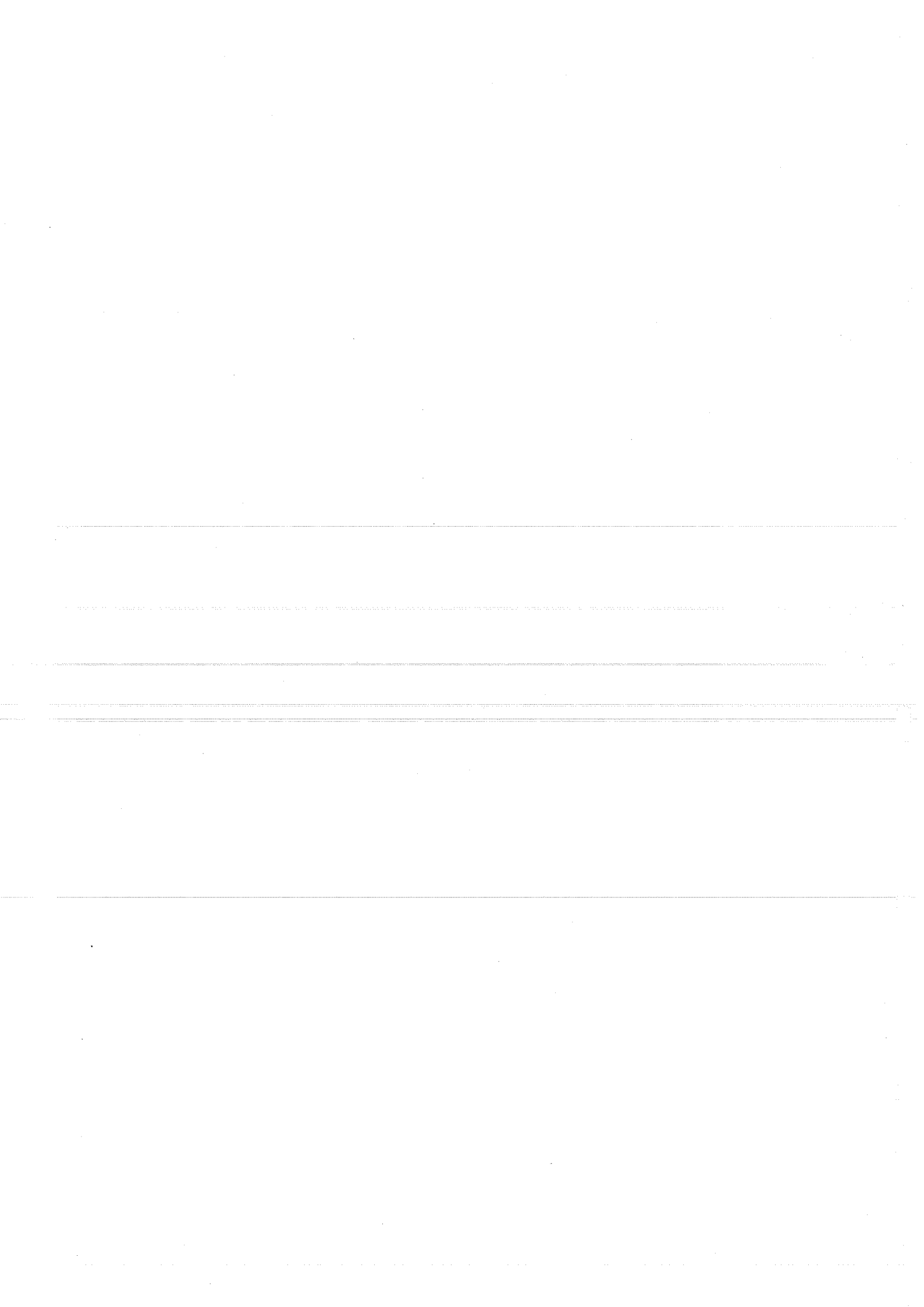
By 1845, when Tuhawaiki and Iwikau had died, the approval of a very broad spectrum of chiefs, including Tairaroa, was obtained for the sale of much of the peninsula to the French, but three leading Akaroa chiefs refused to sign. On this occasion, the Maori were given a copy of the map that went with the agreement, and it seems reasonable to believe that they were also given a copy of the agreement itself, which was written in the Maori language.

In the terms of the 1845 agreement, however, £450 remained to be paid. The price and the reserves awarded by this agreement were seen by both sides as subject to the Governor's approval. Although we have Belligny's estimate of the price in goods paid on this occasion (£1485), we have little knowledge of the size and locality of the reserves.

However, every French deed referred vaguely or precisely to Maori reserves. Maori understanding, as shown at the Nairn-Smith Commission in 1879-1880, would indicate that the Akaroa Maori understanding of the reserves given them by the French was similar to that stipulated in the antedated 1840 deed. It was this deed that Land Commissioner Godfrey saw as the most valid of the early deeds. The 1845 agreement between Belligny and the Maori, which Godfrey knew nothing about, probably built on the conditions of the antedated deed.

That same year in London and unaware of Belligny's March payments, Lord Stanley instructed Governor Grey to issue to the Nanto-Bordelaise Company a Crown Grant for 30,000 acres, subject to the payment of compensation to the Maori for any part of the 30,000 acres which was not already acknowledged as sold. These instructions were based on a close examination of the company's expenditure, an examination of the 1838 and 1840 deeds, and Maori testimony given at a Land Commission hearing in 1843. Stanley, assuming on available evidence that the Maori were willing sellers, asked for a government officer to help arrange for the Maori to be compensated for any of the 30,000 acres which they did not acknowledge to have been sold already.

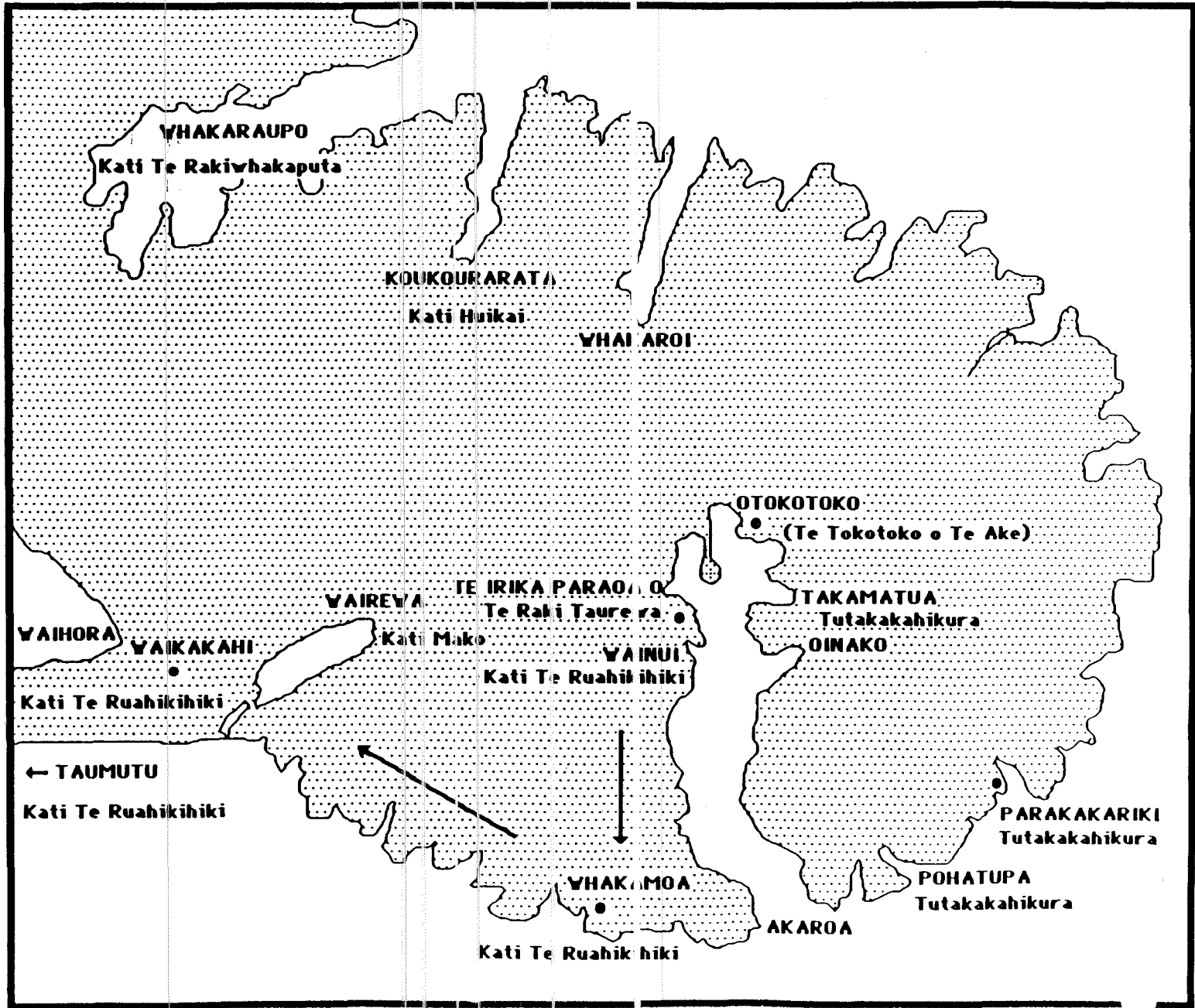
When the Nanto-Bordelaise Company sold its rights to the New Zealand Company in 1849, the Crown Grant had not yet been issued. In the terms of the deed of conveyance, the New Zealand Company accepted responsibility for any payment still required to compensate the Maori and to acquire a Crown Grant.



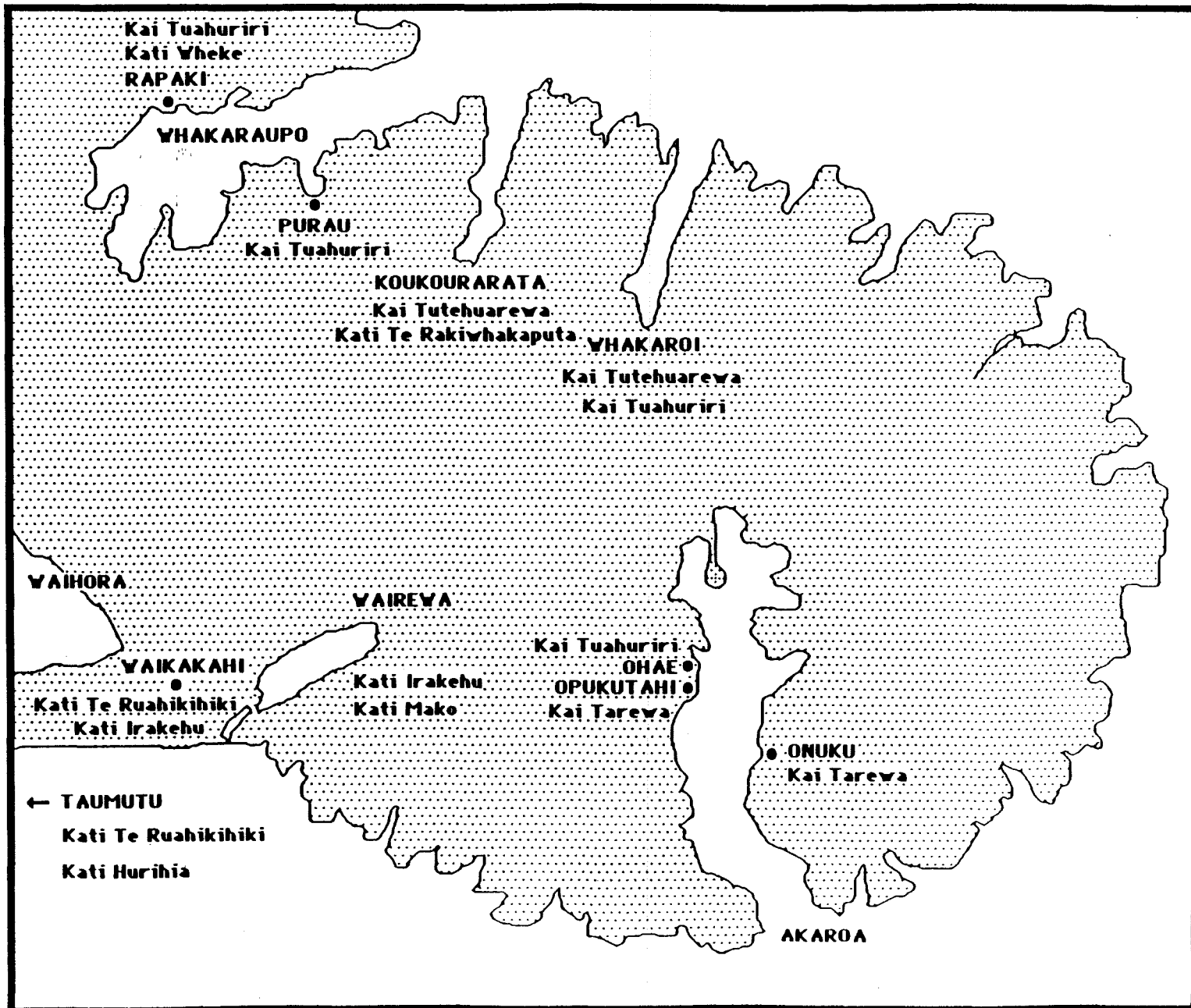
APPENDICES

APPENDIX 1

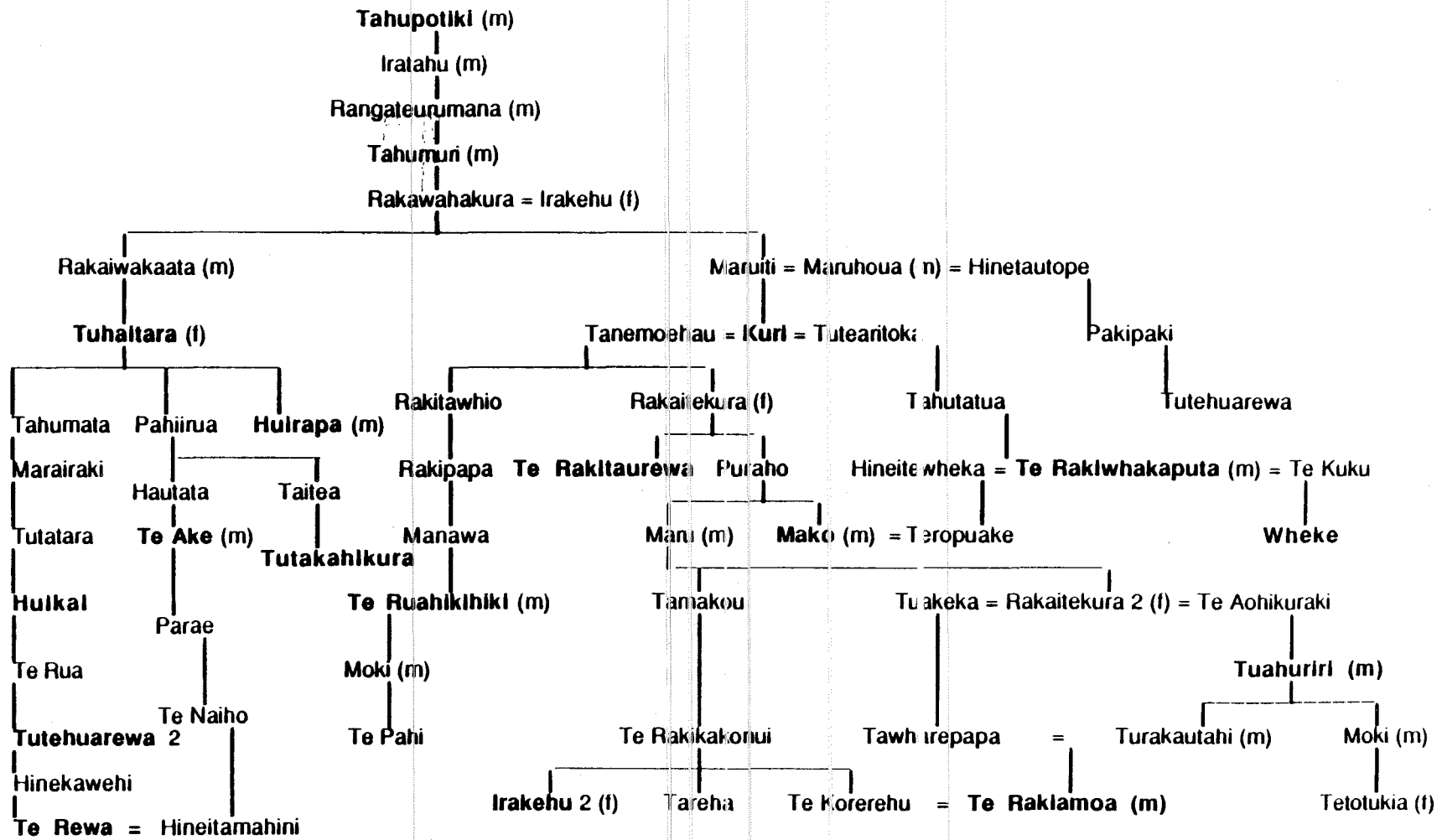
BANKS PENINSULA HAPU



The marking out of hapu boundaries by the first Kai Tahu settlers on Banks Peninsula (J.V. Stack, in Jacobson, Tales of Banks Peninsula, 3rd edition, pp.15-17).



Nineteenth-century distribution of hapu on Banks Peninsula. Sources: 1857 and 1874 censuses; J.C. Andersen, Place Names of Banks Peninsula; J.V. Stack, in H.C. Jacobson, Tales of Banks Peninsula, 3rd ed.



which is based on P.D. Garven's genealogies

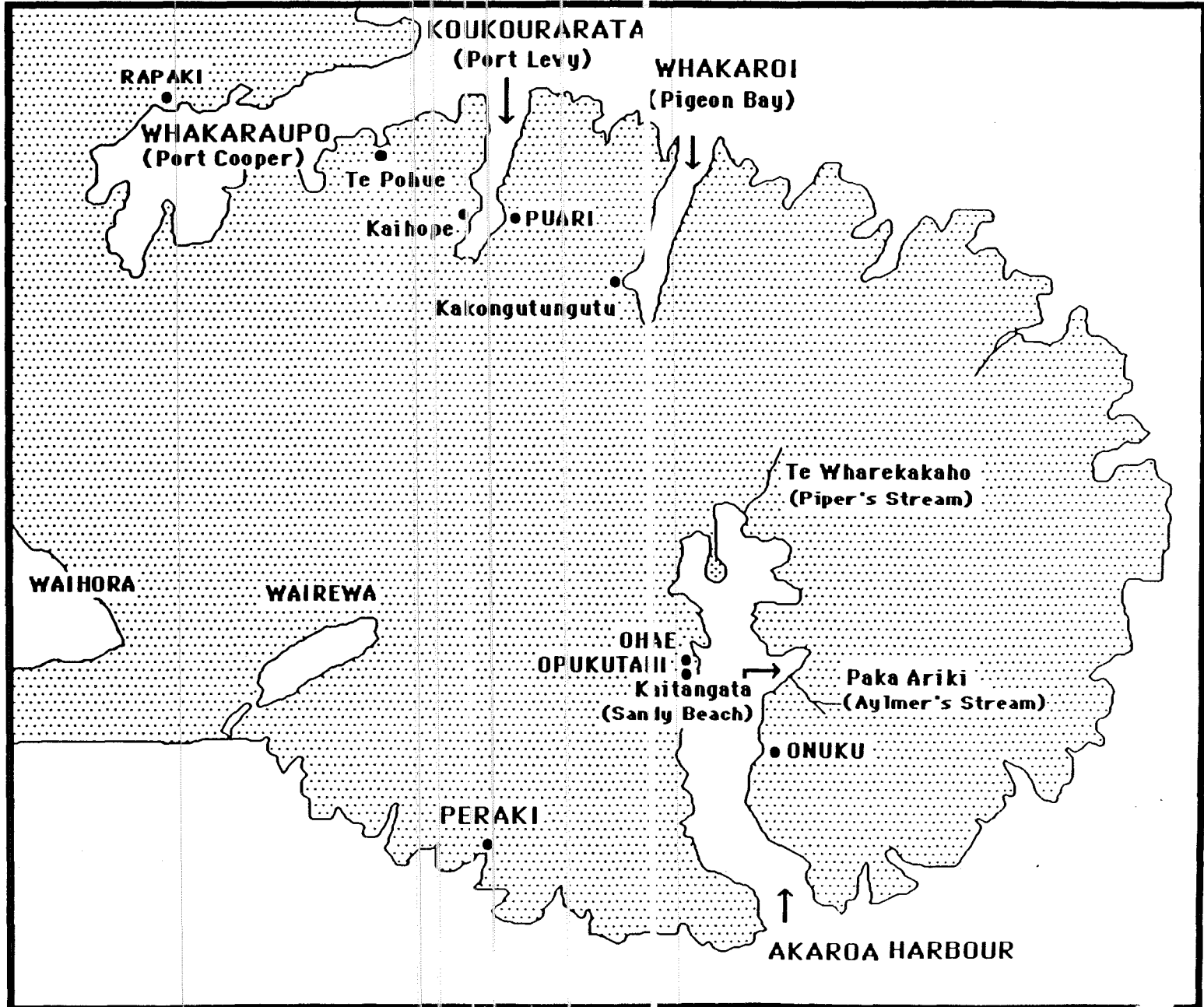
APPENDIX 2

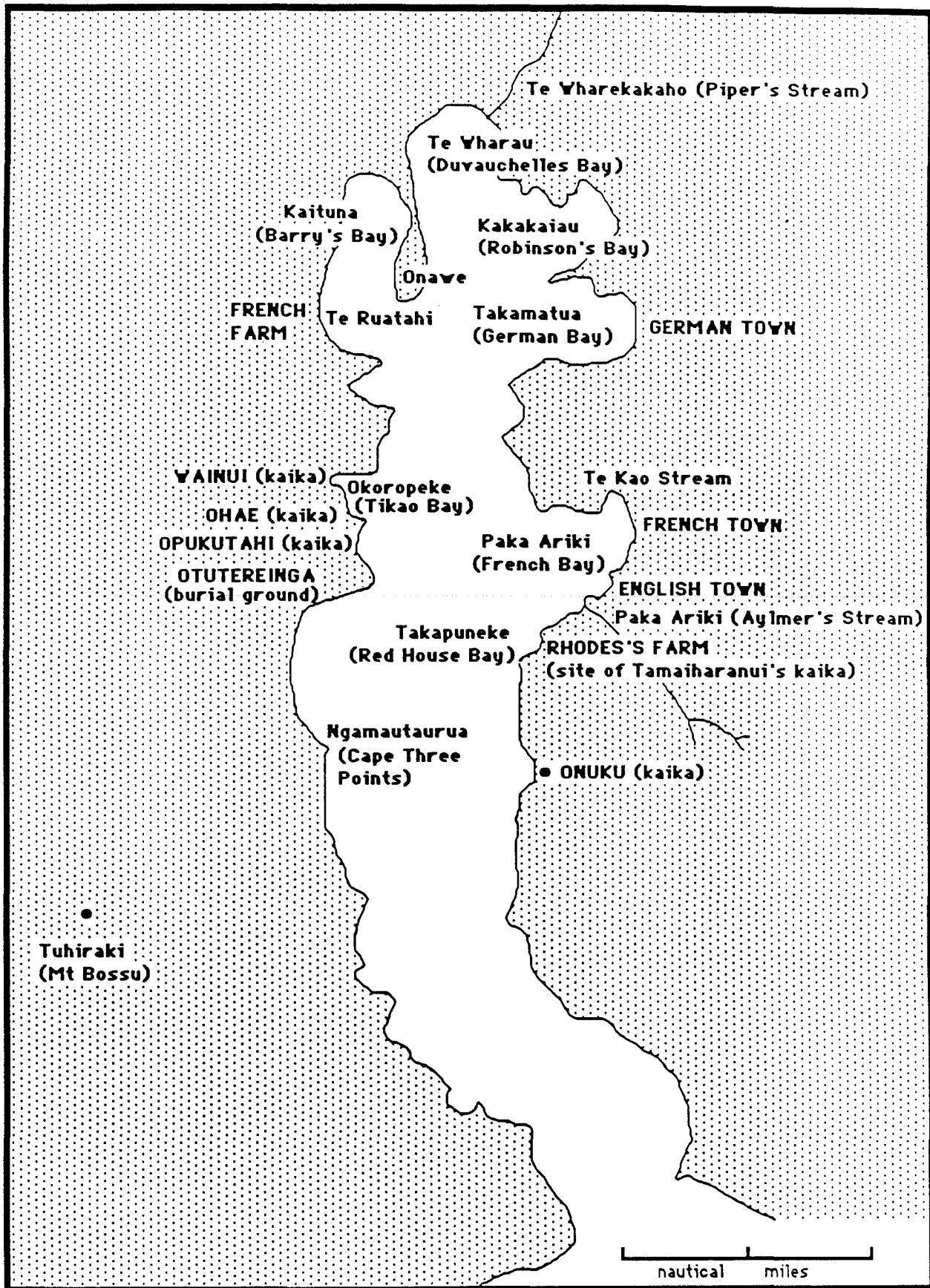
MAPS

- 1. Banks Peninsula**
- 2. Akaroa Harbour**
- 3. Belligny's 1845 map of Banks Peninsula**
- 4. Bérard's 1845 manuscript map of Banks Peninsula**
- 5. Bérard's 1848 published map of Banks Peninsula**

showing some relevant place names

BANKS PENINSULA





AKAROA HARBOUR

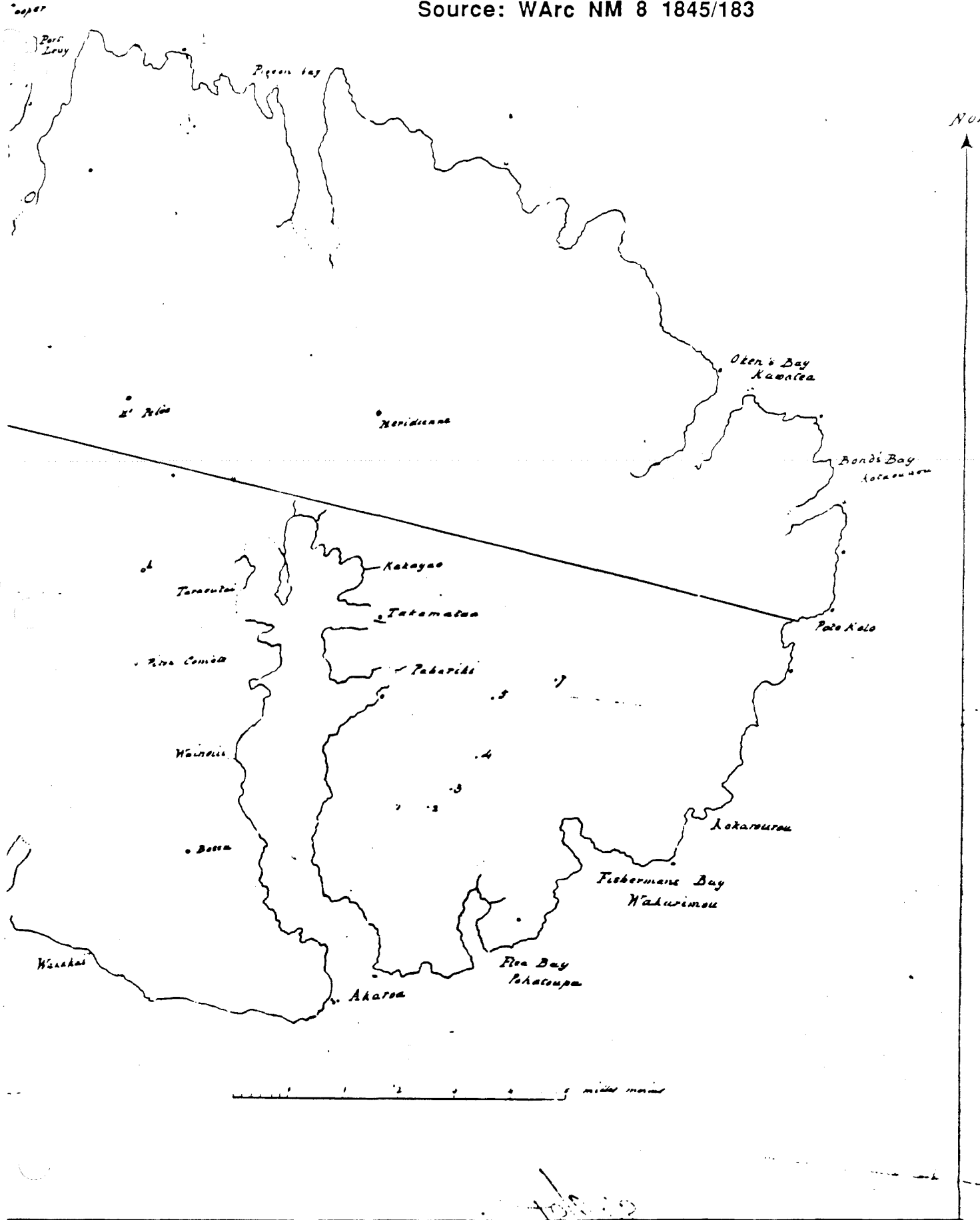


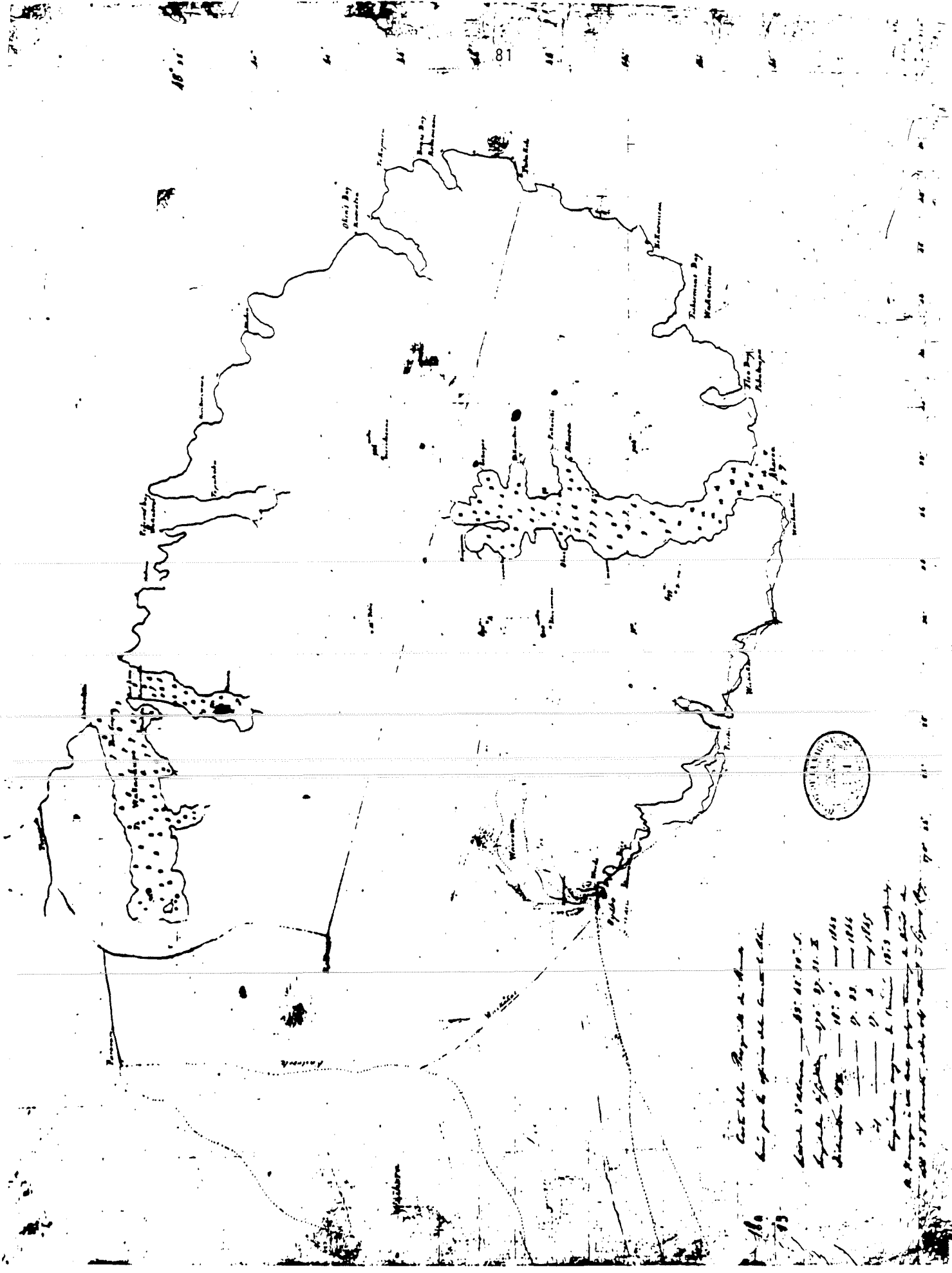
BELLIGNY'S 1845 MAP OF BANKS PENINSULA (part)

Source: WArc NM 8 1845/183

BELLIGNY'S 1845 MAP OF BANKS PENINSULA (part)

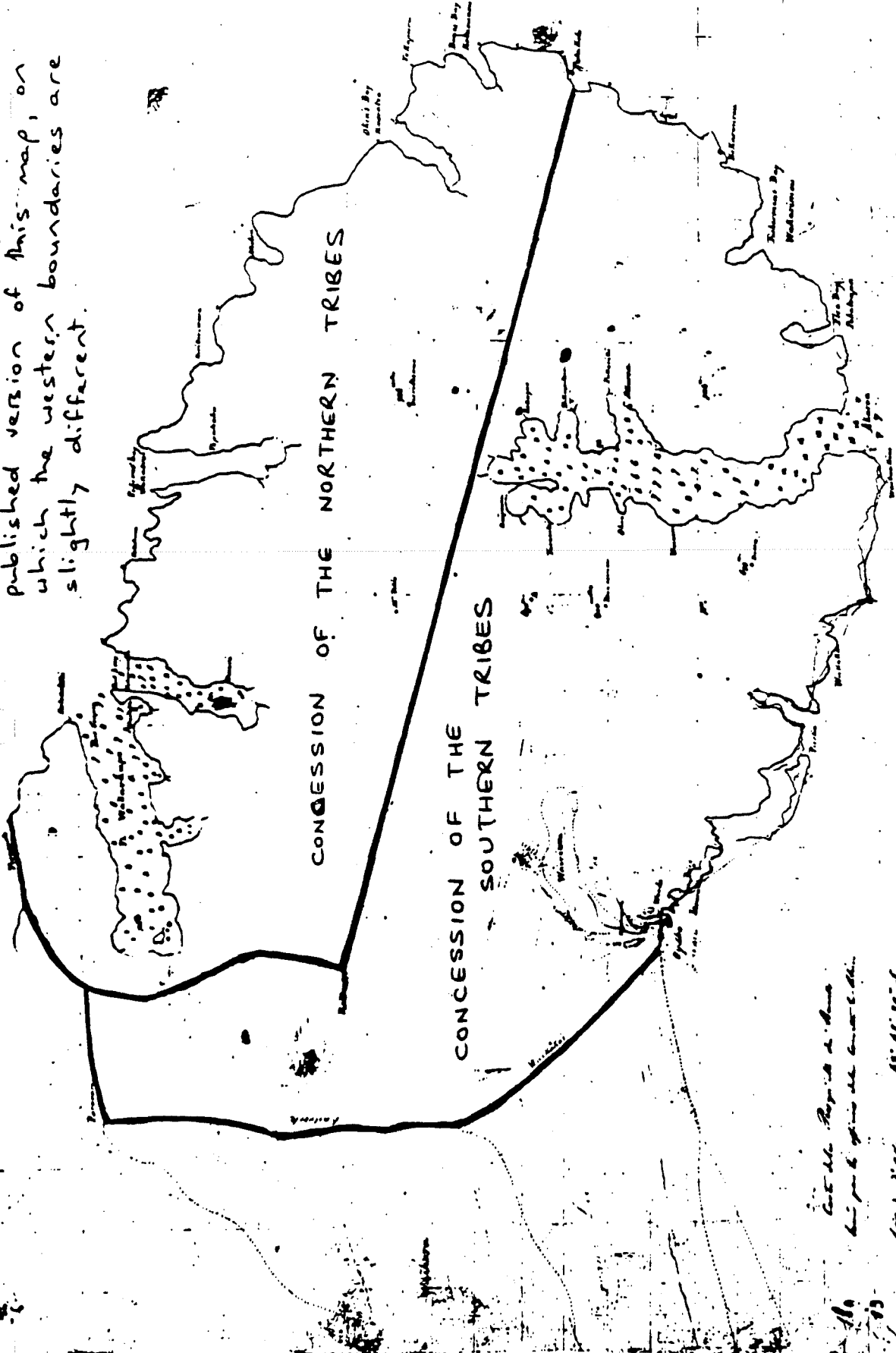
Source: WArc NM 8 1845/183





BERARD'S 1845 MANUSCRIPT MAP OF BANKS PENINSULA

The labels have been taken from the published version of this map, on which the western boundaries are slightly different.



*Carte de la Péninsule de Banks
 par le Capitaine de la Marine
 Louis Berard, 1845*

*Carte de la Péninsule de Banks
 par le Capitaine de la Marine
 Louis Berard, 1848*

*Carte de la Péninsule de Banks
 par le Capitaine de la Marine
 Louis Berard, 1848*

*Carte de la Péninsule de Banks
 par le Capitaine de la Marine
 Louis Berard, 1848*

BERARD'S 1845 MANUSCRIPT MAP OF BANKS PENINSULA

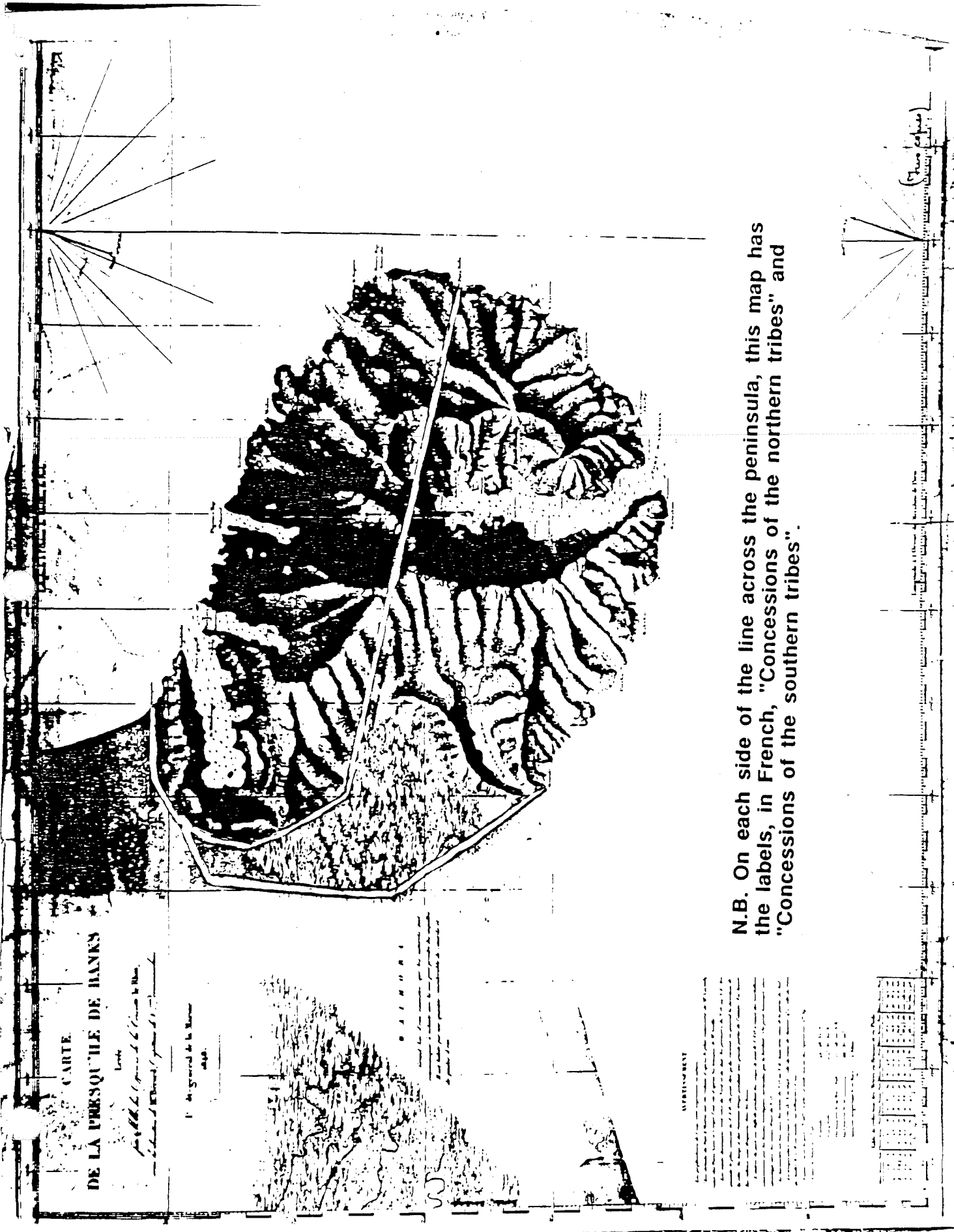
Annotated. The boundary lines have been highlighted, and labels from the 1848 published map added.

BERARD'S 1848 PUBLISHED MAP OF BANKS PENINSULA

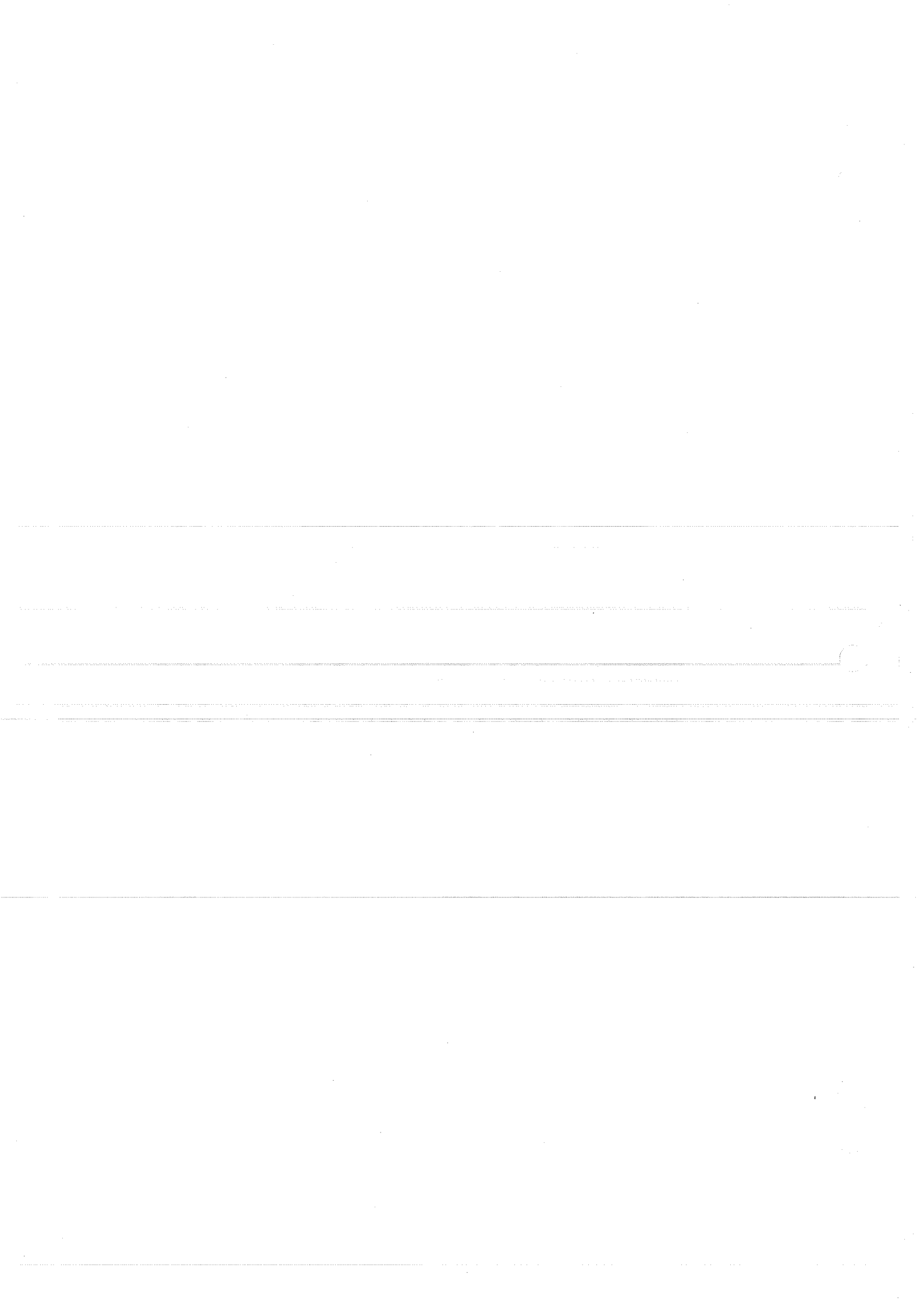


BERARD'S 1848 PUBLISHED MAP OF BANKS PENINSULA

Annotated. The boundaries of the March 1845 "concessions" have been highlighted.



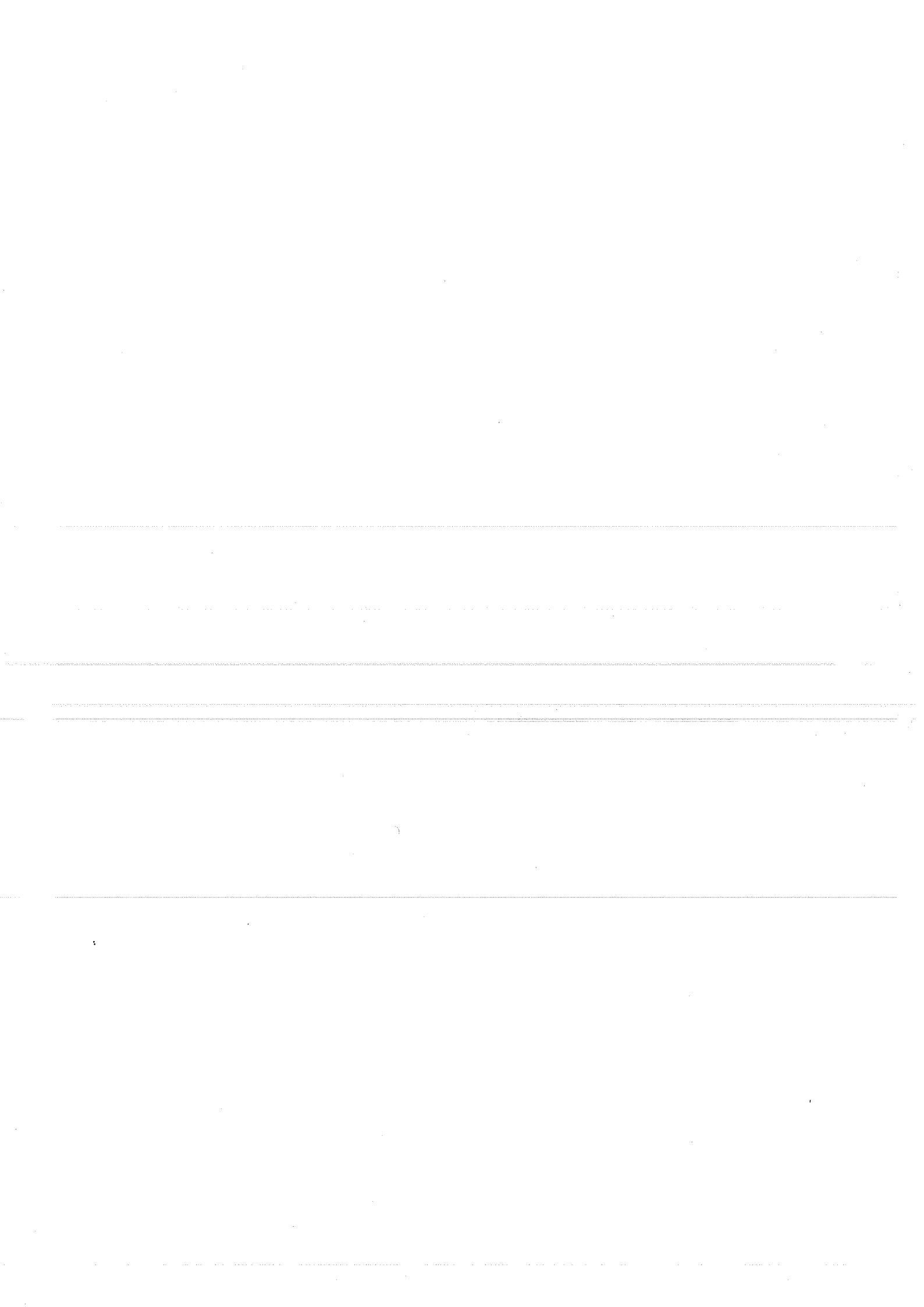
N.B. On each side of the line across the peninsula, this map has the labels, in French, "Concessions of the northern tribes" and "Concessions of the southern tribes".



APPENDIX 3

DEEDS

1. The 2 August 1838 Port Cooper deed (PRO: CO 209/40, ff. 295-296).
2. The 11 August 1840 Pigeon Bay deed (PRO: CO 209/41, ff. 442-447).
3. The 12 August 1840 Pigeon Bay deed (PRO: CO 209/41, ff. 442-447).
4. The ante-dated deed, drawn up in August 1840 at Akaroa, but dated 2 August 1838 at Port Cooper (BPP NZ 2 1844 (556) 438-439).



THE 1838 DEED
PORT COOPER

Source: Public Record Office, London,
CO 209/40, ff. 295-296.

CopieCopie

2 Aout 1838.

Nous Thomy, Maintemainci,
 Tokouirakai, Rotahou, Laquiodiki,
 Teakanayi, Kimouii, Noroumouii,
 Mokouii Tongiko, propriétaires de la
 presqu'île de Baneko, résidant au Port
 Cooper, ou Tacalajo, à la Nouvelle Zélande

Pour la nôtre nôre
 consentement et bonne volonté par ces
 présentes, rendu, avec promesse de faire
 jouir en toute propriété et jouissance à
 partir du deux Aout 1838;

A Monsieur Langlois
 Capitaine du trois mats salueur le
 Cachalot, demeurant au Havre de France
 (en France), la propriété et jouissance
 à perpétuité du sol et de la
 superficie de la presqu'île de Baneko,
 en circonstances et dépendances, situ
 par $43^{\circ} 30'$ Latitude et par 174° de
 longitude, et dépendant de l'île

de Tavaï-pouamou, sous la souveraineté
du Roi Chigary)

Les vendeurs et cédants
se desaisissent par le présent de
tous leurs droits de propriété sur
la presqu'île de Bancho, en faveur
du dit Monsieur Langlois qui
en jouira et disposera à l'avenir,
comme aurait fait ou pu faire
les cédants sans cet acte de vente,
n'y faisant aucune autre réserve
que celle des terres Tabouées (ou
binetières)

L'acquéreur prendra
la dite presqu'île dans l'état
où elle se trouvera lors de
l'entrée en jouissance. Cette vente
est faite et acceptée moyennant
la somme de mille francs payable
en marchandises à la convenance
des vendeurs, et en deux termes,
le premier est de cent cinquante
francs

89
 sur un réf. ^à ce lieu
 francs et payable de suite en
 marchandises ci après désignées:

Savoir:

un paltot en laine 20⁺

six pantalons de toile 30⁺

Douze chapeaux cirés 60⁺

f 110⁺ à reporter

9. 7. 100

Report 110⁺

Deux paires de souliers 10=

Un pistolet ——— 8=

2 chemises laine rouge 15=

Un manteau ciré 7=

f 150

bottom of the
leaf in original

Le second terme sera exigible lors
de l'entrée en jouissance.

Le premier terme a été soldé aux
vendeurs sur un douzième luitance.

Le présent fait et signé double
entre les parties contractantes.

A Port Cooper ou Takalapa le
deux huit mil huit cent trente huit.

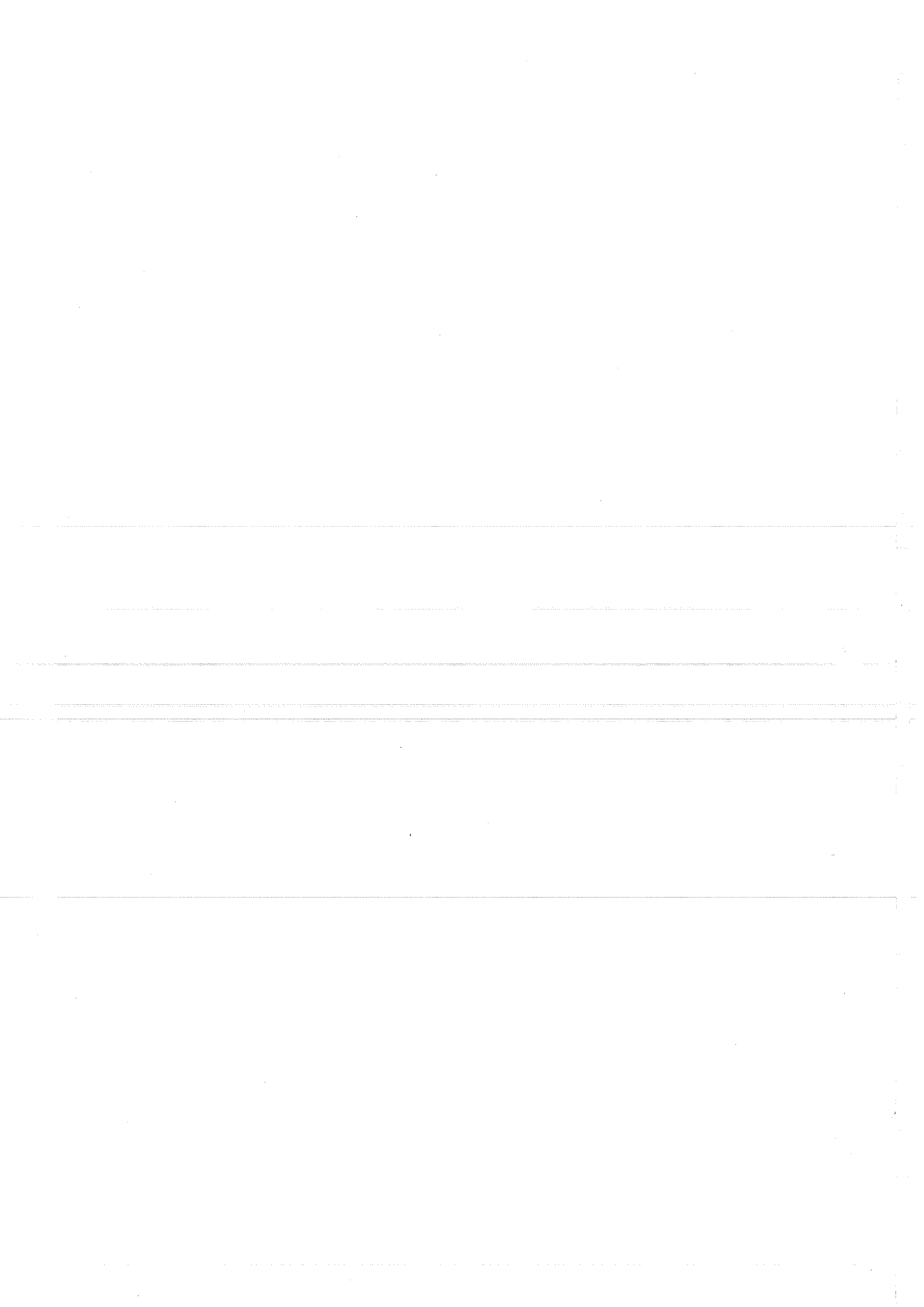
Hieroglyphics,
with written
names attached.

Maintemanciu, Tokouwakai Hotahoa
Tarigiko, Laakanage, Repouini dit Thomy
Noowonou, Kimou, Matouini, Lopeddiki
Approuvé par le Roi Chigany.

signé Langlois

1840	1890	
Acte du 11 tout.	Acte du 12 tout	Acte du 14 tout
Tourwawan	Ekouaco	Thome
Poueva	Pature	Chikau
Turia	Pouta	Tourwawan
Hovivi	Chikaudit y hon Lahoo	Turia
Teau	Poua	Pouka
Houba	Turia	Teau
Holo	Hovivi	Hoviri
Kawemono	Teau	Hovij
Tepouchone	Houkatsolo	Houkoola
Ankiwa	<small>dit Jacques Wite</small>	Kaovinsone
Matan	Tehory	Tepoucon
Tomaguizui	Cawemenee	Maantskii
Hoko	Tepouchone	Anierva
Polo	Matan	Tomaguizui
Kakao	Horo	Hico
Pluore-houbo	Pola	Poola
Pature	Kakao	Kakao
Chikau	Pluve	Pluore-Houbo
Chigary	Imana	Poukinoutli
Siwikau	Poukinoutli	Temmi
	Juniny chif	Imana
	Chigary	Chigary
	Tomaguizui	Siwikau
	Siwikau chif.	

acte en vente
 du 24 tout 1840
 Tomé - Imana
 Tourwawanou
 Etuan
 Siwikau



THE 11 AUGUST 1840 DEED

PIGEON BAY

Source: Public Record Office, London,
CO 209/41, ff. 438-441.

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11 Aug 1838

France de la Nouvelle Zélande
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Le onze août mil huit cent quarante, à la baie Des Pigeons, presqu'île De Bancks, Nouvelle Zélande, nous sousignés, chefs et propriétaires De la presqu'île De Bancks, résidant à Port-Cooper, ou Tokolapo, presqu'île De Bancks,

En vertu d'un acte passé le 2 août 1838 entre M. Langlois et les membres De notre tribu, autorisés par nous à cet effet, tous réunis aujourd'hui, Déclarons avoir vendu à M. Langlois, capitaine Du navire saxonier le Cachalot, et demeurant au Havre De grâce (en France) la propriété en jouissance à perpétuité Du sol et De la superficie De la presqu'île De Bancks, en circonscription et dépendances, située entre quarante-trois degrés, vingt cinq minutes, et quarante quatre degrés De la latitude sud, et par cent soixante dix degrés, quarante cinq longitude est, méridien De Paris, et dépendante De l'île Tawaiipoenamoo, nous renouvellant, par ledit acte, De tous nos Droits De propriété sur la presqu'île De Bancks en faveur De Monsieur Langlois qui en jouira et disposera à l'avenir, comme auraient fait, ou pu faire les cédants. sans cet acte Devote, ne faisant aucune autre réserve que celles qui seront ci après stipulées, et que nous promettons

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tenir réciproquement, en observer rigoureusement la Charte
 que nous faisons, et tenons à ce qu'elle soit observée, respectée
 et mise à exécution toutes les fois que nous la requerrons.
 Les limites de la propriété sont fixées au commun accord
 de l'isthme du côté de la grande terre, c'est à dire que
 l'isthme est compris dans la vente: nous désignons pour
 limites et remarques naturelles les deux petites baies, ou
 anses situées, une au nord-est, et l'autre au sud-ouest,
 formant enfin le commencement de l'isthme du côté de
 la grande terre, celle du nord-est est désignée sous le
 nom de double coin, et celle du sud-ouest, sous le nom
 de coin de sable; une ligne droite de l'une à l'autre
 sera la limite de la propriété vendue à M. Langlois.

Les deux parties contractantes déclarent changer
 ce arrêté définitivement aujourd'hui les localités qui
 seront réservées aux Mavoris sur cette propriété, en place
 de celles mentionnées dans ledit acte, et désignées comme
 terre tabouée.

Article 1^{er}. Tous les Mavoris appartenant à la tribu de
 la presqu'île auront droit à six acres de terre, qui
 devront toujours être pris à côté des établissements
 français, sans cependant porter préjudice à ces derniers.
 Les routes ou chemins qui partageront les propriétés, seront

pris sur les deux parts également; les Mavoris auront le même appui des lois du Domaine que tout propriétaire français, s'ils venaient à avoir besoin d'y avoir recours; ils seront, en un mot, considérés comme Français, jouiront des mêmes avantages devant la loi, et en subiront également toute la rigueur et les conséquences, s'ils venaient à l'offendre.

Art. 2^o Chaque Mavori aura droit, en outre, à une portion de terrain de vingt mètres carrés, ou carré de vingt mètres sur chaque face dans la ville, terrain duquel ils pourront disposer en faveur du plus offrant. Pour éviter toutes discussions, voici le mode de distribution qui a été convenu, après les alignements arrêtés pour bâtir la ville et les rues tracées, il sera mesuré tout quatre-vingts mètres de terrain sur chaque côté des rues; les vingt premiers qui se trouveront ensuite, appartiendront aux Mavoris, d'après le recensement fait par eux, est fixé au nombre de cent soixante, nés sur la presqu'île de Banckle, et ailleurs, mais de parents ayant droit; sont compris dans ce nombre, hommes, femmes et enfants. Il est bien entendu que les enfants qui naîtront ici à l'époque que les répartitions auront lieu, seront à ajouter au nombre des habitants ayant droit à cette répartition, en donnant des preuves toutefois qu'ils sont bien les enfants des

membres de la tribu; il est bien entendu aussi que ces répartitions et celles des Dix acres ne sont pas par famille mais par tête d'individu. A mesure que les répartitions se feront, on inscrira les noms des Mavoris sur les registres de l'état-civil, comme faisant partie des habitants du lieu ils seront tenus, lorsqu'ils se feront enregistrer, de faire connaître leurs parents, ou ceux qu'ils constitueraient leurs légataires, afin de bien déterminer les droits de succession et d'éviter les difficultés qui pourraient avoir lieu par la suite.

Art. 3^e. Les Mavoris demandent non-seulement d'être sous la protection de la France, mais encore d'être considérés et régis comme les Français, et ils ne se dessaisissent de leurs propriétés et de leur autorité en faveur des Français qu'aux conditions qu'ils feront tous leurs efforts près de leur gouvernement pour que le drapeau français soit arboré, et soit pour eux le drapeau national qu'ils soient régis par les mêmes lois et règlements qui régissent les Français dans le pays; qu'ils soient appelés à porter les armes comme tout Français, si la colonie en avait besoin pour chasser les ennemis; qu'ils occupent le même rang dans la milice, si on venait à en former une; qu'ils auront droit à tout vote ou scrutin qui se fera relativement au pays;

qu'ils jouiront, en un mot de tous les Droits de Citoyen Français, si la France veut bien les agréer comme ses Sujets;

Art. 4.^e Un Mavori aura le Droit d'affirmer ses propriétés de trois en trois, ou de six en six années, en faveur seulement d'un Mavori de la presqu'île de Banks ou d'un Français.

Art. 5.^e Un Mavori qui aura des enfants ne pourra pas vendre ses propriétés avant que le plus jeune ait atteint l'âge de dix huit ans.

Art. 6.^e Un Mavori qui n'aura pas d'enfants pourra vendre ses propriétés à un Mavori de la presqu'île de Banks, à un Français, ou bien encore à des enfants provenant par légitime mariage d'un Français et d'une Mavorie, ou d'un Mavori et d'une Française.

Art. 7.^e Les enfants provenant par légitime mariage d'un Français et d'une Mavorie, seront considérés comme colons Français, et auront le même appui et protection de la même patrie; leurs père ou mère Mavoris disposeront en leur faveur de leurs biens, d'après le Code Français.

Art. 8.^e Après cette chartre bien connue et bien comprise par les deux parties contractantes, les

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chefs mavoris ont déclaré mettre M. Langlois (tant pour lui que pour la compagnie Manto-Bordelaise dont il fait partie), en possession immédiate de la presque île de Banika, en circonstance et dépendances comme il a été stipulé, et ont reconnu avoir reçu une somme beaucoup plus forte que celle convenue par le contrat, différence autorisée par instructions des sociétaires au capitaine Langlois, et dont ils déclarent donner quittance par le présent.

Sont signés Louwanwai, Pouwa, Borini, Teau, Koukaholo, Kaooimooi, Tepouchone, Anciron, Mailan, Temaguigni, Boko, Pola, Kakado, Phéréhoubé, Palu, Chikau, Chigary, ^{Toulan} Frikate, J. Langlois.

Lecture du présent nous a été donnée en notre langue Mavorie; nous reconnaissons les clauses et le contenu parfaitement conformes à l'original qui a été signé par nous et par les chefs et membres de notre tribu, en y apposant chacun notre Moko

Signé:

Signé :

Roy Keri & Keri Keri Keri Keri

Nous soussignés, certifions que lecture du présent
a été faite en langue Mavoris, en notre présence,
aux chefs Mavoris qui ont déclaré reconnaître les
choses et le contenu parfaitement conformes à
l'original. Signé: F. Bonnet, méd. A. Langlois,
Desprairies Desaut, François Kerie, Formey De
J. Souvent, Bouoit.

Certifions le présent conforme à l'originals
Signé: F. Langlois

THE 12 AUGUST 1840 DEED

PIGEON BAY

Source: Public Record Office, London,
CO 209/41, ff. 442-447.

12 fev 1773. Mandement de Mr. de la Rochelle
à son Excellence. 442

Le Douze août mil huit cent quarante, à la Baie
des Figueurs, presqu'île de Bauckts, Nouvelle Zélande.

Entre Monsieur J. Francois Langlois, Capitaine
de la Gabarre le Conte de Paris, au nom et comme
représentant de la Compagnie Française dont il fait partie,
constituée par acte du vingt décembre mil huit cent trente neuf,
pour la colonisation de la Nouvelle Zélande méridionale
d'une part.

Et Twikau, d'autre part: Chef de la tribu portant
son nom, résidant à l'embouchure d'un ruisseau Baye et
la péninsule de Bauckts, assisté des Sieurs Chigary,
Poullimouhie, Ekouai, Eapochoua, Jammy, Cole,
Kakori, principaux membres de la tribu, délégués par
elle à l'effet des présentes par suite de la délibération
prise par elle dans la réunion de tous ses membres le
vingt six août, lesquels ont arrêté unanimement, adopté
et juré d'observer les conditions de l'acte dont il va être
ci-après donné détail,

Au nom de la dite tribu d' Twikau, lui en personne
et les chefs principaux, autorisés comme il vient d'être dit,
Vendent et cèdent de leur plein gré et contentement, tant
pour eux que pour leurs familles et héritiers; (sans aucune
autre réserve que celles qui sont stipulées dans le contenu de
cet acte,) au toute propriété et jouissance, le sol et la superficie
de tout le territoire que la tribu possède dans l'île du sud
de la Nouvelle Zélande, ce territoire s'étendant au nord jusqu'à
Kaikore, dite entre Claudy Baie et la péninsule de Bauckts
à peu près à une distance d'aller deux, et situé par 42° 20'

511 latitude sud et au sud jusqu'à Tokahiati, située à peu près à moitié
 distance d'Utago à la péninsule de Banks, située par une latitude
 de 44° 45' sud, ces deux points Kaikore et Cassahiati, sont les
 limites de la propriété sur la longueur de l'île du sud, les limites
 de la largeur. Pour déterminer comme suit : à partir des deux
 points indiqués Kaikore et Tokahiati, on imaginera une ligne
 de l'Est à l'Ouest du monde, cette ligne se poursuivra jusqu'à
 qu'on rencontre la mer à l'Ouest de l'île, on entend par là que
 les latitudes des deux points déjà mentionnés servent de limite
 du nord au sud, sans pouvoir prendre en au nord de Kaikore
 ni au sud de Tokahiati; toutes les terres comprises entre ces deux
 latitudes dans l'île du sud de la Nouvelle Zélande appelée
 Te waipoua-inu, et comme il vient d'être stipulé plus haut
 d'une mer à l'autre, à partir de l'Est à l'Ouest, deviennent
 la propriété de la Compagnie française. Sont compris
 dans la vente les Baies, Rades, Fleuves, Rivieres sur l'un et
 l'autre rive, lacs, étangs, mines, carrières &c. et tout objet
 quelconque qui peut exister dans l'étendue ci-dessus désignée
 et limitée; Sont exceptés de la présente vente les terrains réservés
 pour la nourriture des membres de la tribu et de leur famille
 qu'ils pourront cultiver eux mêmes ou faire cultiver.

L'étendue et l'emplacement de ces terrains sont fixés à
 l'annexe sur les parties de manière à ne pas nuire aux
 établissements de la Compagnie; mais il est entendu que les propriétés
 réservées aux Maoris ne peuvent pas être vendues de bien à bien
 par individu et ne pourront point être éloignées des établissements
 français de plus de deux miles, ou plus une lieue; il est bien
 entendu toutefois que ces propriétés leur resteront en toute propriété
 et à perpétuité pour eux et leurs descendants.

Si les

Si les Acteurs de la Compagnie lui faisoient desirer d'acquiescer
 ces propriétés, elle ne le pourroit faire que par échange à l'annuelle
 et sans donner aux propriétaires des terrains et Hortiers de
 valeur au moins égale.

Les Chefs de la tribu s'engagent à défendre les propriétés de la
 compagnie et les personnes attachées à son service, contre toute
 violence, et ils promettent de maintenir dans la tribu l'ordre
 et la police, de punir ceux des membres de la tribu qui le
 mériteroient.

Les Chefs et membres de la tribu déclarent renoncer à
 tous droits et prétentions quelconques de Souveraineté, autorité
 et juridiction sur les terrains, mers, fleuves et Eaux, situés dans
 l'étendue des limites ci-dessus relatées, déclarent au contraire
 reconnaître la Souveraineté Française et s'y soumettre sans
 protestation des lois qui régissent la Colonie, et ils ne s'obligeront
 de leur autorité et puissance en faveur de ladite compagnie, qu'à ces
 conditions qu'elle fera tenir ses officiers près du Gouvernement pour
 qu'il les admette au nombre de ses Sujets.

Le prix de la présente vente, cession et renonciation est
 fixé à la somme de Cent vingt mille francs, payables en
 cinq termes, le premier est fixé à la somme de Huit mille francs,
 en sus, en articles indiqués ci-après et qui nous seront versés
 à Akroa ou le Capitaine Lauglois doit le transporter, quittance
 en sera donnée par les principaux Chefs qui le transporteront sur les
 lieux, et dont la signature sera en approbation du présent.

Le reste du pacte nous sera payé en dix années en
 marchandises que nous allons indiquer à la suite de cet acte. Le
 terme des paiements est fixé de deux années, annuelles et en

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proportions de la femme.

Le précédent pour les articles en Daltus avec les articles en
les marchandises comme suit.

- 23 fusils de munition.
- 20 sabres.
- 150 livres de poudre.
- 48 paires de bottes.
- 24 paires.
- 300 paires de fusils.
- 6 épingles.
- 1 baril de biscuit.
- 2 rails d'embarcation.
- 50 chapeaux noirs.
- 12 rasoirs.
- 2 haches.
- 3 pioches.
- 2 sers à la main.
- 1 une barrique de vin rouge.
- 2 tabourets.
- 25 couvertures de laine.
- 15 pantalons bleus.
- 2 pantalons rouges.
- 24 robes.
- 21 manchettes de poche.
- 24 ceintures de laine.
- 600 pipes incomplètes.
- 21 gibonniers.
- 48 paires de bas.
- 30 caleçons en laine.
- 20 gilets de coton ni soie.
- 6 chemises de coton.
- 3 manteaux (en laine).
- 1 une queue.

- 3 douzaines de pots en terre.
 1 pot en fer.
 une pommelle.
 1 matelas.
 1 Seie à friser.
 1 Bon Haut bisuit.
 1 pot en fer.
 12 pistolets (cavalerie.)
 50 pierres à pistolet.
 60 balles à pistolet.
 20 litres de Tabac.
 10 piaches et boue.
 15 cornes de jaron oiane.
 24 boulets de laine.
 1/2 de farine.
 36 chemises de laine.
 8 sacs de lit en coton.
 100 paires de souliers.
 3 barres ou sacs longues.
 1 baril de poudre à canon.
 20 Schakots de soldat.
 1 pot à peinture noire.

Le total du prix de la propriété sera sera payé comme il a été dit, en plusieurs termes et en marchandises en notre possession, d'après les impositions qui sont.

- 20 bonhauts laine tout.
 11 caisses de thé.
 11 barriques café.
 100 frottes ou herminettes.
 50 ciseaux à Charpentier.
 2 petits barils clous à pirogues.
 20 moules.
 une longue vue.
 11 sacs de poche pour tout le monde.

400 tasses à café et thé
 1 chéval.
 20 barilslard.
 20 barilsbauf.
 100 bagues ou boules d'oreilles.
 4 grands matelots pour dormir.
 4 oreillers.
 20 pains de betterave fine.
 20 pains sucrés.
 20 miroirs.
 30 grandes couvertures.
 30 poils à friser.
 30 casseroles.
 10 bouillottes.
 100 adhésifs.
 100 tasses à vin.
 30 fusils.
 30 pistolets.
 3 ballons couverts de douze chacune, Tomande 50.
 3 ballons pantalons et affes — — — — — 24
 3 ballons chemises — — — — — 24
 10 ballons Pantalons — — — — — 24
 2 ballons caleçons — — — — — 24
 10 caisses de chaussures de 25 paires chacune.
 3 ballons bas de laine.
 4 ballons gilets de dessous.
 5 ballons robes en indienne.
 30 barils farine.
 10 manteaux en drap.
 1000 mouchoirs de poche.
 3 ballons cravattes blanches.
 3 ballons chemises tout blanc.
 5 ballons de tabac à cigarets fumés.
 10 barils de pain.

- 1000 pierres à fusil.
 2000 balles à fusil.
 30 Schakols de soldats.
 100 carquois en drap.
 20 barils melasses.
 100 boites de biscuits.
 100 barriques de vin.
 1000 chapeaux avec saracottes.
 30 Seins assorties.
 40 chaudières.
 11 caisses sacres.
 10 barils peintures.
 30 cuirasses.
 50 redingotes longues.
 100 dimiteires.
 100 poignets fins.
 30 brodes à dents.
 100 rouleaux de tabac à fumer.
 100 fourchettes.
 100 cuillers à bouche.
 100 boutons de table.
 50 ciseaux de poche.
 2 tables en garnitures.
 12 chaises ordinaires.
 20 pavillons français.
 100 grandes pipes montées.
 100 livres savon pour la figure.
 100 brodes ordinaires.
 50 brodes pour les habits.
 50 grandes tasses à café ou thé.
 50 cuillers à café.
 un coffre de médicaments pour les maladies de la peau.
 50 manes de papier.
 50 volumes livres de religion catholique.

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- 3 grands sabres recourbés.
- 20 couteaux à ressort.
- une petite quantité de 20 tommeaux luids armés et équipés.
- 30 habits noirs.
- 6 montres dont une petite pour M^le. Wickham
- 11 chapeaux pour femmes.
- 110 chapeaux d'hommes.
- Une caisse cartons de têtes.

Les commissaires des présentes, les chefs et membres de la tribu reconnaitent que tous lesdits droits de propriété leur appartenant, appartenant, appartenant respectivement à la compagnie. Par conséquent, et pour l'exécution desdits terrains, toutes ont été taboués par les chefs et membres de la tribu.

Fait en double copie, l'un en français et un en anglais, une copie étant remise au chef de la tribu et l'autre pour être remise au capitaine Langlois comme représentant de la tribu Française.

Le présent acte lu en présence des membres soussignés et traduits verbalement en langue Zélandaise, et auxquels toutes explications ont été données sur son contenu et les clauses qu'il renferme, contenu et clauses qu'ils ont déclaré comprendre, accepté, approuvé et ratifié, et ont signé les chefs et membres de la tribu par l'apposition de leur moke.

Sont signés :

- Chouaio, Talini, Poota, Chikau, Anna Pua^{ai}, Hougal
- Pona, Taria, Horiri, Teau, Sloukaolo, Huri, Haouimou
- Tepoukume, Maitaiex, Hoku, Pila, Kallav, Pluene,
- Bloubo, Emona, Poukerouhi, Jemmy, Chigary, Ternaguine
- J. Wickham, J. Langlois.

Tous soussignés, reconnaitront avoir reçu du capitaine Langlois les objets mentionnés du premier prix de la vente mentionnée ci-dessus, déclarant lui en donner quittance au nom de membres de la tribu J. Wickham et approuver en tout ce qui a été fait par lui et les membres de la tribu.

A. Harva le vingt quatre^{me} jour mil huit cent

quarante, sous signes :

Ehomo = Ervina, Louwau mau, Etiau et Wittau.

Lecture du présent nom a été donnée en notre langue Maroise, et en présence de Messieurs Desprairies, Lesaut, J. Hysie, Fourny de S. Louis, J. Benoit : Et sur ces mots a été lu en clausse et la contenu parfaitement conformes à l'original qui a été signé par nous par les chefs et membres de notre tribu en apparence chacun notre Muko, en présence des témoins et de plus les nommés et le M^{rs} J. Benoit et St. Langlois

Roi Mikaki

Lesaut

Desprairies (with signature)

Kofoke nio

Nous, soussignés, certifions que lecture du présent a été faite en notre présence aux chefs Marois qui ont déclaré en reconnaître le contenu et le contenu conforme à l'original.

Renoué, Kerie Desprairies (with signature)

Lesaut Fourny de S. Louis (with signature) Benoit St. Langlois (with signature)

Certifions le présent conforme à l'original

J. Langlois (with signature)

THE ANTE-DATED DEED

Drawn up in August 1840 at Akaroa,
but dated 2 August 1838 at Port Cooper

Source: (BPP NZ 2 1844 (556) 438-439)

(No. 1.)

PAR acte suivant, passé ce jour au Port Tokolapo (Port Cooper) à la presqu'île de Banks, île du sud de la Nouvelle Zélande :

Les soussignés, Thomé, Chikau, Touwauwau, Taria, Pouka, Teau, Horiri, Horij, Houkoola, Kaoimaoué, Tepoucou, Maintabii, Ancierva, Temaguigui, Hico, Poola, Kakao, Pueré-houbo, Poukerouki, Temmi, Emana, propriétaires de la dite presqu'île, résidant à Tokolapo et à la Baie d'Akaroa, comme représentant les membres des tribus occupant la presqu'île de Banks, et autorisés par les chefs Chigary et Hiwikau des dites tribus, qui ont signé le dit acte avec eux, en y apposant chacun son moko, ont, de leur libre consentement et bonne volonté, par ces présentes, vendu avec promesse de faire jouir en toute propriété et jouissance à partir de ce jour à M. T. Langlois, Capitaine du trois-mâts baleinier "Le Cachalot," demeurant au Havre-de-Grace, en France, la propriété et jouissance à perpétuité du sol et de la superficie de la presqu'île de Banks, en circonstances et dépendances, située entre 43° 25' et 44° latitude sud, et par 170° 45' longitude est du méridien de Paris, et dépendante de l'île Tawai Poennamoo.

Les vendeurs et cédans se dessaisissent par les présentes de tous leurs droits de propriété sur la presqu'île de Banks en faveur du dit M. T. Langlois, pour en jouir et disposer à l'avenir comme auraient fait ou pu faire les cédans sans cet acte de vente, n'y faisant aucunes autres réserves que celles des terres tabouées que nous désignons être celles comprises entre Periga et la baie Oyshore, elles deux comprises dans les limites ; les limites intérieures sur toute la longueur de cette propriété sont de trois milles à partir du bord de la mer.

M. Langlois acquereur prendra la dite presqu'île Banks dans l'état où elle se trouvera lors de l'entrée en jouissance qui devra avoir lieu avant le renouvellement de quarante lunes (trois ans) à dater de ce jour.

Cette vente est fait et acceptée pour le prix de six mille francs, payables en marchandises à la convenance des vendeurs, et en deux termes, dont le premier est fixé à cent cinquante francs, payables de suite en marchandises ci-après désignées :—

	<i>francs.</i>
Un palitot en laine - - - - -	20
Six pantalons en toile - - - - -	30
Douze chapeaux cirés - - - - -	60
Deux paires de souliers - - - - -	10
Un pistolet - - - - -	8
Deux chemises en laine rouge - - - - -	15
Un manteau ciré - - - - -	7
TOTAL - - - - -	<u>150</u>

Le second terme sera exigible lors de l'entrée en jouissance, en marchandises comme suit, et délivrées aux lieux de la résidence des chefs qui délivreront eux-mêmes ces marchandises aux membres de leurs tribus. Il sera remis à Chigary, notre chef, pour être délivré à Port Cooper, à Port Olive, et à la Baie des Pigeons, résidence de la tribu du Nord de la presqu'île :—

1°. 20 fusils de munition.	20 gibernes.
20 sabres.	1 tambour.
100 livres de poudre.	48 paires de bas.
30 paires de souliers.	36 caleçons en laine.
20 palitots.	20 gilets de dessous.
1 baril de biscuit.	200 pierres à fusil.
3 voiles d'embarcation.	1 paire de tenailles.
50 chapeaux cirés.	2 marteaux.
10 rasoirs.	1 passe partout.
4 bâches.	2 douzaines pots en terre.
2 pioches.	1 pot en fer.
2 scies longues.	2 sacs en toile.
1 barrique de vin rouge.	10 pistolets.
100 livres de clous.	30 pierres à pistolets.
6 rabots.	40 balles id.
4 egoïnes.	40 livres de tabac.

20 kilog. vieux cordage.	10 pioches et houes.
20 couvertures de laine.	6 livres de savon.
30 pantalons d'étoffe.	15 bonnets de laine.
20 robes.	1 baril de farine.
20 mouchoirs de poche.	36 chemises en laine.
20 cravates en laine.	3 draps de lit en calicot.
300 pipes en plâtre.	

Et à Hiwikau, ou à défaut, aux chefs qui se trouveront sur les lieux, et qui en feront la distribution aux membres de la tribu qui réside à Akaroa :—

1°. 16 fusils de munition.	18 mouchoirs de poche.
10 sabres d'infanterie.	1 harpon ou scie longue.
20 livres de clous assortis.	2 egoines.
20 palitots.	12 couvertures en laine.
100 balles à fusil.	300 pipes.
10 pots en fer.	4 livres de savon.
6 rabots.	20 bonnets rouges.
1 baril de farine.	1 baril de poudre.
21 pantalons d'étoffe.	1 voile d'embarcation.
1 baril de biscuit.	1 petit baril de vin.
15 chemises de laine.	12 shakos de soldat.
6 robes pour femmes.	1 pot de peinture.
30 paires de souliers.	6 livres de tabac.
2 marteaux.	190 pierres à fusil.
1 paire de tenailles.	6 giberne.
30 paires de bas de laine.	

Le premier terme a été soldé aux vendeurs qui en donnent quittance.

Le présent fait et signé double entre les parties contractantes à Port Cooper ou Tokolapo le deux Août mille huit cent trente huit.—(Signé) Touwauwau, Taria, Pouwa, Heriri, Tevo, Houeka Holo (Jacques Ouite), Hory dit Talé, Kavoumoue, Tepoheou, Ancieroa, Maitaie, Temaguigui, Hoco, Pola, Kakao, Plueré-houbo, Palure, Chikaa, Eman dit Thomé, Poukenonhi, Temmy, Chigary, T. Langlois et Hiwikau (le chef d'Akaroa n'ayant pas été présent à l'acte passé le 2 Août 1838 a déclaré donner son adhésion et approuver le tout le 14 Août 1840, en apposant son moko à l'acte ci-dessus à la Baie des Pigeons).

Le second terme a été soldé aux vendeurs qui en donnent quittance en apposant chacun leur petit moko, ou leur croix, en présence de MM. Berranger, enseigne de vaisseau, Thomas, commis d'administration, et Catel, chirurgien de la marine, embarqués sur la corvette l'Aube. (Signé) Thomé, Chikau, Emaguigui, Paluré, Pouwa, Jhon-Tavea, Teaho. Tawieriet.

Nous soussignés certifions que les mokos et les croix ci-dessus ont été apposés en notre présence. (Signé) P. E. Berranger, enseigne de vaisseau, Thomas, commis d'administration de l'Aube, et A. Catel.

Certifié conforme à l'original qui nous a été présenté.

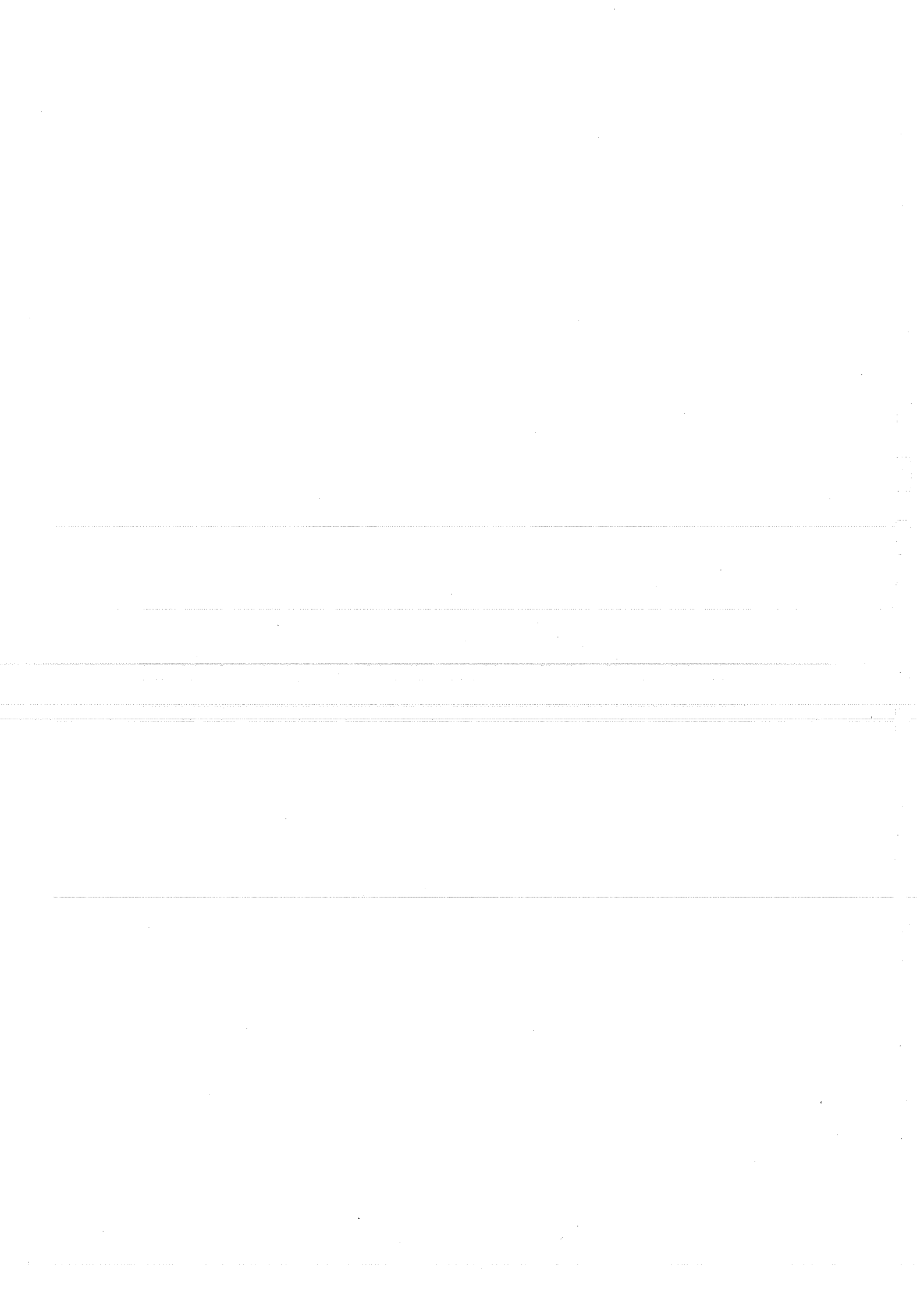
Le Capitaine de Corvette commandant la Station dans les Mers de la Nouvelle Zélande.

(signé) C. F. L'Aud.

(A true copy.)

Received in court, Akaroa, 22 August 1843.

(signed) Edward L. Godfrey, Commissioner.



APPENDIX 4

C.B. ROBINSON'S REPORTS

13 March - 23 April 1845

13 March 1845

WArc: NM 8 45/131

C.B. ROBINSON to the SUPERINTENDENT, Wellington.

I have the honor to report for your information, that Mons. de Belligny, the Agent of the Nanto Bordelaise Company, being pressed by the natives to make the payment promised them so long, invited the natives of this district to meet for that purpose, who accordingly assembled at Akaroa to the number of about 400, when Mons. de Belligny paid those resident at Port Levi, who then signed a deed & returned to their villages - this purchase includes, I am told, Ports Cooper, Levi, and Pigeon Bay & comprises about half the Peninsula - Mr Belligny afterwards endeavoured to satisfy the Akaroa Natives for the remaining half, but without effect - they required money in lieu of the Schooner blankets slops tools saws oars & agricultural implements, which were offered them, and they have not returned to M. Belligny since their refusal.

The French Commandant is persuaded that I have caused the Natives to object to the payment, because the Port Levi Maoris raised no objection to sell their lands, during my absence from Akaroa, but the other Natives upon my return broke off the sale of the Akaroa half of the Peninsula & because Tyroa publicly stated that I had forbidden the Natives to sell to the French.

M. Bérard taxed me with this, saying that it was not well to interfere without apprising him or even to absent myself from the meetings, particularly since I was no longer Police Magistrate for this district. I explained to M. Bérard what had really taken place viz. that the Natives had requested me to be present during the transaction, which I refused on the grounds that His Excellency had sent me no orders to attend the sale on behalf of the Natives.

Some days after this, a few of the Chiefs delivered a letter to William Green, the Proprietor of the Victoria Inn at Akaroa, who had purchased of Mons. Belligny, insisting on payment for the land upon which his house was built - this letter Green, accompanied by the Natives, brought to me - the Chiefs stated they had not yet sold the land to Mons. Belligny & therefore until they sold it the land was theirs & that they wanted payment & that they intended to go to every house in the same way - I replied that I could not permit any violence & that they must await with patience the decision of the Governor - although rather violent at first they retired promising to follow my directions.

The Natives of Port Levi lately robbed a boats crew (8 men) of one of the French Whaling ships set the crew on shore, carried away the boat & oars & 60 articles of clothing - M. Bérard complained to me & I made the Natives restore the whole.

I regret to add that the Boats Crew wandered in the Bush some days without food & that one of them, eating some Tutu berries, died of the poison.

Whether in consequence of the above events or of some threats which were made to the Sailors of the Corvette or merely to increase for the French Compy expenditure for public purposes, I do not know; but M. Berard has ordered 3 more small blockhouses to be constructed, one of which, he has offered to me for a prison (doubtless with a view to prevent opposition on my part) the wretched state of the Lockup has induced me to accept this offer.

From the number of workmen employed, they will probably be finished in about 3 weeks.

I have heard that one of the French settlers, when drunk, insulted one of the French Officers & that M. Bérard caused him to be carried prisoner on board the man of war, when the man threatened to appeal to me for protection - I think such an event likely to happen - it has often been spoken of - I shall be glad to learn what course you advise me to adopt in such a case. I have determined on the steps to take but should much prefer to act under the sanction of your authority if there be time.

M. Bérard is of a rather weak character & prone to be guided by the opinions of those about him - this act is certainly not in accordance with the message he sent me upon my first hoisting the British Colours, that, thenceforth he should not meddle with the affairs of the French Immigrants & should so apprise them: perhaps it is to be attributed in some measure to the temporary abandonment of the Police Establishment at this Port, but at all events you may rely upon my taking no steps unadvisably to compromise the good understanding that now exists.

I am anxious to receive a flag as soon as one can be obtained.

[Richmond's comments:] Acquaint Mr Robinson that it is better he should take no notice of the payment made by M. Belligny to the Natives for land, except cautioning him privately that it may be a useless expenditure as the Governor, in justice to other Claimants may not be able to confirm the purchase by the issue of a Crown Grant. Now that the Block Houses are erected there can be no objection to his using one as a lockup. Indeed it would be advisable that all should be under his charge. It would prevent an improper use being made of them. If a French settler claim his protection he must give it, and should force be used by M. Bernard [for Bérard] although it will not be in his power to resist yet he must protest in the strongest manner against such interference which he will give him to understand will not be submitted to. Send my Flag - it is more required there than here at present.

31 March 1845

WArc: NM 8 45/162

C.B. ROBINSON to the SUPERINTENDENT, Wellington.

I have the honor to apprise you that M. de Belligny has completed, this day, the purchase of the Akaroa half of the Peninsula & that the Natives, with the exception of one young man named 'Akaloa', seem well satisfied with the payment.

The sale has been broken off and renewed frequently; the principal difficulty having been, that M. Belligny required them to leave two small villages, which they have lately occupied in Akaroa, whilst the Natives refused to sell them except for money. M. Belligny was at last obliged to yield & leave them in undisturbed possession.

Both M. Belligny & the Commandant are greatly irritated with the resident English for dissuading the natives from selling. M. Belligny will leave Akaroa in a whaler for France & London in a few days; but informs me that he shall write to His Excellency the Governor before his departure.

The corvette also departs in two months for the purpose of visiting the Navigator, Wallis, and other Islands. I believe it to be the intention of the

French Government to obtain the protectorate of several of the Isles of the South Pacific.

M. Bérard expects to be absent for 3 or 4 months when he will return to Akaroa to await his recall.

The Blockhouses referred to in my letter of the 13th instant are nearly completed.

2 April 1845

WARc: NM 8 45/182, filed with 49/870

S. DE BELLIGNY to C.B. ROBINSON

J'ai l'honneur de vous prier de vouloir bien transmettre à son Excellence, Monsieur le Gouverneur de la Nouvelle Zélande, la lettre ci jointe, que j'adresse à son Excellence, pour l'informer des arrangemens survenus les 4 et 31 du mois dernier, entre les naturels et moi, relativement à la Péninsule de Banks.

J'ai cru devoir joindre à ma lettre une carte de la Péninsule, montrant la limite des propriétés de la compagnie Nanto Bordelaise.

11 April 1845

WARc: NM 8 45/182, filed with 49/870

S. DE BELLIGNY to C.B. ROBINSON

J'ai l'honneur de vous informer que le Blockhaus construit dans le voisinage de l'ancienne prison, est aujourd'hui complètement terminé, & que je me ferai un véritable plaisir, de le mettre à votre entière disposition, si vous jugez, qu'il puisse être utile au bien public.

12 April 1845

WARc: NM 8 45/182, filed with 49/870

C.B. ROBINSON to S. DE BELLIGNY

I have the honor to acknowledge the receipt of your two Letters dated the 2nd. and 11th. instant, together, with a letter addressed to his Excellency, the Governor of New Zealand, which I will transmit to Auckland by the first opportunity.

I beg to return you my thanks for the Blockhouse placed at my disposal, which it is my intention to employ as a prison, until I can receive the commands of His Excellency on the subject.

23 April 1845

WArc: NM 8 45/181

C.B. ROBINSON to the SUPERINTENDENT, Wellington.

[Acknowledges receipt of letter of 10 April about the Maori-European clash at Russell. The cutter Leven also brought the news.] I instructed the Chief Constable to be more than ever careful, that not the slightest provocation towards a Native should be tolerated, although from the indulgence & kindness they ever receive here, this was almost unnecessary.

There is little fear of any outbreak amongst the native population of this Peninsula, so long as the success of the Maoris is confined to Russell.

The payment made by the French will have the effect of quieting the majority of them for a time, but I would not have answered for the consequences of a much longer delay. I have distributed your "address to the Inhabitants of Port Nicholson" & will circulate amongst the Natives the notice to them.

23 APRIL 1845

WArc: NM 8 45/182, filed with 49/870

C.B. ROBINSON to the SUPERINTENDENT, Wellington.

I have the honor to acknowledge the receipt of your letter of the 10th. Inst. in answer to mine of the 12th. Ult; relating to the neglect of the French Settlers at Akaroa, to pay the Property Rate, and to report that I have had some conversation with M. Berard, and also with M. Belligny, before his departure for France, and that these gentlemen stated, that they do not intend to push their objection to the extent of absolute refusal, but merely so far as to evince their sense of the injustice of taxing the land of poor Settlers, which land the English Government might not even confirm to them, by a Grant.

In reference to the land purchases of the Nanto Bordelaise Company, I am happy to inform you, that I have anticipated your wishes, both with respect to taking no official notice of the payment made by M. Belligny to the Natives, and also by cautioning him, that it would very probably prove a useless expenditure but that M. Belligny informed me, his only object was to redeem the promise, that he had made the natives, & to ensure the tranquillity of the French Settlers, after his departure, and that he was probably aware that it was not a final payment, but subject to the approval of the Governor.

With regard to the Blockhouses, built by M. Bérard I am glad to state, that I again anticipated the instructions you have sent me, for, upon the First Lieutenant of the Corvette informing me, that the Rhine would depart in a fortnight or three weeks, and that a dozen men and an officer would be left in charge of the Blockhouses - I sent the Commandant a message, to the effect that in such a case I should expect the direction and control of them to be left with myself, & that I should place constables in charge - In answer to this communication I received personally from M. Bérard a full consent, & also to their being occupied, by any English force, that might arrive for the protection of all, both French and English.

The occurrence I was led to expect of a French Settler, named Rousselot, demanding my protection against the Commandant, has not occurred, probably from his conviction of having been the aggressor, there will therefore be no occasion for mootng the point, for the present, which I am not sorry for, as M. Bérard some considerable time back, told me that he had the instructions of his Government, to punish, and even send home to France any French Settler, who misconducted himself, until the question was definitely arranged.

I enclose copies of two letters received from M. Belligny, and my answer thereto.

23 April 1845

WArc: NM 8 45/183

C.B. ROBINSON to the SUPERINTENDENT, Wellington.

I have the honor to acknowledge the receipt, this day, of your letter of the 14th. April, requesting me to report fully upon the subjects contained in it, and in pursuance thereof I beg to inform you, that the land which M. Belligny, on the 4th ulto purchased and also the land he purchased on the 31st. ulto is the same land, which was claimed before, and investigated by Mr. Commissioner Godfrey, and that it includes the whole of Banks Peninsula.

I enclose a Copy of the Chart given by M. Belligny to the Natives, which will render it more clear, the line in red ink dividing the Chart into two parts, shews the two separate purchases, this division of the Land being the arrangement, made, between the Port Levi and the Akaroa Natives.

I must premise, that when the first i.e. the Northern half of the Peninsula was purchased, that the Police Establishment of this district had been abandoned, and that I myself was about 14 miles from Akaroa, at Pigeon Bay, awaiting an answer to a Letter I had forwarded to His Excellency, for leave of absence, to return to England. I left Akaroa on the 28th. Feby. but before my departure the Natives came to me, and asked me why I was going away, and that they wanted me to be present at the Sale, I told them most distinctly that the Governor had not authorised me to attend the Sale on their behalf, that the French were going to purchase without his permission, that I had nothing to do with the land, and was going to Pigeon Bay to wait for the Mail. The Natives said 'they understood', that 'was enough', and I went to Pigeon Bay. On the 4th. March I received the mail with the Governor's commands, to reestablish the Police Force, at Akaroa and I accordingly returned there - Upon my return, I found that the Natives had sold the Northern half of the Peninsula to M. Belligny and he informed me, that the Akaroa natives were about to sell the Southern half.

The very first word the Commandant addressed to me, was a reproach, for having persuaded the Natives not to sell to the French - he stated that Tyroa had said it publicly, before every body - this was not true - I did not go to that length - I merely stated the truth to the Natives.

The next day some of the Akaroa Natives came to my house, and asked me if I should be angry at their selling to the French - I told them that if they

refused to sell, it was good, 'Kapai', that they, however could do as they liked, being a matter I had nothing to do with, and I am sure, that every Native in Akaroa was thoroughly convinced, that it would be more agreeable to the Governor, not to sell to the French, without his authority. Mr. Scott even told them, they say, that if they did, the English Government would withdraw its protection, altho' this seems inconsistent with the offer of his services to effect the purchases, that he made to M. Belligny [and?] the Commandant.

In addition most of the English here urged the Maories not to sell, except for ready money, hoping that the said money would be transferred to their pockets, in exchange for Grog Flour &c ., others pressed them not to sell, unless, the lands they themselves occupied, were reserved.

The Natives accordingly told Mr Belligny, that they were not so foolish as the Port Levi natives, and that they must have money, for the Akaroa land. Mr Belligny, who displayed great indifference, refused, saying, it is you, who press me to make the promised payment - it was yourselves, who wrote the List of goods you wanted - I have no money to give you, take the goods or leave them as you please - the Natives however persisted and went away, and did not return for about a Fortnight or 3 weeks, at last, not being enabled to resist the temptation, they came again, and said they would take the goods, if all the lands they occupied were reserved to them. Mr. Belligny after some demur consented and then a young chief, named, 'Akaloa', who was indebted to Mr Rhodes, required that the land, which Mr Rhodes had leased from the Natives, should be excepted - this Mr Belligny refused, but informed them by desire of the Commandant, that in case the Governor, when he investigated the matter said the payment was not sufficient, that they would be guided by his decision, both as to such payment, and Native Reserves. This satisfied all the Natives but Akaloa, and two followers of his, named Ruaparae and Mautai, who went away dissatisfied - the rest came the next day, received the goods, and signed the Deed. I know of no other dissentients but the three I have mentioned, viz; Akaloa, Ruaparae & Mautai.

The Natives understand & expect, that the Governor will hereafter, look into the affair, & decide upon the sufficiency of the payment.

These particulars I have learnt chiefly from the Natives, and also partly from Mr Belligny, for I did not attend any of the meetings.

M. Belligny admitted to me, as did the Commandant, that the purchase was not according to the terms of the Proclamation, but said their only object was to ensure the safety and Tranquillity of the settlers, after the Departure of the Corvette, and M. Belligny - that the goods had been purchased & might as well be given to the natives, & that they had promised it and wished to keep their word.

With regard to the report you mention, that I threatened to imprison the natives, if they did not sell to the French, it is a ridiculous, deliberate & intentional falsehood, which had I made, the natives would have laughed in my face, they know perfectly, what power is intrusted to me as magistrate, & I have ever made it a point to speak the truth to them, the best proof of my not having done so, is the fact, that all the Natives, when assembled at Akaroa told me that I should not return to England and sooner than permit it, they would make a tie of me - they know well my indulgent Conduct to them.

It was the Natives earnest wish to sell, the only difficulty was, whether they should accept goods, for they preferred money.

As to the goods they received for payment, Iwikau the head Chief before his death, wrote a List of them that were to be purchased in Sydney, these goods were bought, and they also received the old goods and slops that had been first sent out 4 1/2 years back, to complete the purchase: I cannot particularise the goods, but some of them consisted of Cattle, 1 horse, a schooner, clothes of all sorts, oars, agricultural tools, boatnails, a great many crosscut & pit saws, doublebarrelled guns, pistols & a variety of other things, Mr. Belligny stated the money value to be £1485. I dare say this is overrated, £100 a year is payable, for two years and £50 a year for 5 years.

I have stated to the best of my knowledge, most that I know, or have learnt upon the subject, I feel sure that it never entered the heads of either M. Belligny or the Commandant, to dispossess any one, either Native or White man, of the lands they occupied, on account of this payment to the Natives. Every body is aware of this, and I am perfectly certain, that neither M. Berard or the French Government, have had for a long time past any ulterior views relative to Bank's Peninsula.

I cannot help regretting that this question is not terminated, in some way or other. M. Belligny has gone home to endeavour to sell to the New Zealand Company, I do not think there will be any further attempts at colonization on his part. The object of the Nanto Bordelaise Company, is, to regain the money they have expended, with a fair interest for their capital - that of the French Government, to see the Coy satisfied, because it is bound in writing to the Compy - but nothing M. Guizot desires more, than a quiet, but moderate settlement of the Compy's Claim.

If a small detachment for soldiers were sent here, say a dozen and put into one of the Blockhouses before M. Berard's departure, I do not think we ever should see the Rhine here again, or at any rate for more than a few days at a time, and they would be amply sufficient for the defence of the Inhabitants they could defend the Blockhouse, which has an excellent fortification around it, against 500 Natives.

Had not Mr Belligny made this payment to the Natives, they would after the Departure of the Corvette, have in my opinion, plundered every house in the place, assisted probably by some of the worst white inhabitants.

I shall take the first opportunity of making the Natives acquainted with your message.

I have been forced to write this Report in the most hurried manner in order to be in time to give you, per 'Leven' the information you require, as it will probably be some time before another vessel arrives. If further information be required, & feel this must be very unintelligible, perhaps you could find time to honor this port with a visit yourself whilst all the particulars are fresh in the minds of all.

[Richmond's comment:] Inform Mr Robinson that I cannot leave Wellington to visit Akaroa until the Hutt question is settled. In the meantime he is not to permit either European or Native to be dispossessed of their land unless by their free consent, the explanation given on every point is satisfactory.

APPENDIX 5

LORD STANLEY TO LIEUTENANT-GOVERNOR GREY

7 July 1845

A. McKay, A Compendium of Official Documents.

vol. I, p.77

No. 3.

DESPATCH from Lord STANLEY to Lieutenant-Governor GREY.

SIR,—

Downing Street, 7th July, 1845.

I have to address you upon the claim of the French or Nanto-Bordelaise Company to a tract of land at Banks Peninsula, on the east coast of the Middle Island, and to transmit in reference to their title certain papers described in the accompanying Schedule.

It is necessary that I should state to you, for your information and guidance, what has occurred here on this subject since I received Mr. Shortland's Despatch of the 15th November, 1843.

Monsieur Mallières, a gentleman deputed by the Company to communicate with Her Majesty's Government, arrived in England in the early part of last year, to make arrangements with a view to the settlement of the claim and the completion of the Company's title.

I directed the Colonial Land and Emigration Commissioners to place themselves in communication with this gentleman, and they reported to me that he had established to their satisfaction an expenditure by the Company of £11,685. I enclose their reports in reference to this part of the case.

I also enclose a letter which, with reference to the reports of the Commissioners, I directed my Under Secretary to address to Monsieur Mallières, and in which I intimated the course I was prepared to adopt respecting the settlement of this claim.

A circumstance, however, has since occurred to interfere with the course which I then expressed my intention to pursue. I allude to the arrival in this country of Lieutenant-Colonel Godfrey, the Commissioner who investigated the claim in the Colony. I have observed, that although the report of the Land Claims Commissioners is signed by Major Richmond as well as Colonel Godfrey, still that the latter only was present when the evidence of the Natives was taken respecting the purchase made by Monsieur Langlois. I therefore considered it would be unfair towards the claimants to expose them to the delay and uncertainty that would attend a fresh investigation of the claim in the Colony. Conceiving that an earlier and equally correct decision might be arrived at, by referring to Colonel Godfrey certain documents recently submitted by Monsieur Mallières, I directed them to be forwarded to that officer, requesting him to furnish me at his earliest convenience with a supplementary report upon the whole case. This report I have received, which, together with the letter to Colonel Godfrey from my Under Secretary, I herewith transmit; and I am now prepared, after reviewing the principal facts of the case, to issue to you my instructions respecting its settlement.

It appears that the investigation of this claim in the Colony took place before Lieutenant-Colonel Godfrey only; that, attaching less importance to the deeds that have been submitted to him on behalf of their claim, whether in the Colony or in this country, than to the oral testimony received from the Natives themselves, he is of opinion that a purchase was made from the Natives by Monsieur Langlois of a certain quantity of land in Banks Peninsula, but that its actual extent is not known with sufficient accuracy to enable you to issue, under the Seal of the Colony, a grant to the land, and that it will therefore be necessary for an officer to proceed to Akaroa for the purpose of obtaining a more correct description of it; that Monsieur Langlois has been shown to have conveyed his interest in the land to the Nanto-Bordelaise Company, of which he is himself a member; that powers of attorney from the members of the Company (Monsieur Langlois included) have been exhibited by Monsieur Mallières, authorizing him to act on their behalf in any communications with Her Majesty's Government; that this gentleman has proved to the satisfaction of the Colonial Land and Emigration Commissioners an expenditure which, at four acres to every pound sterling, would represent more than the whole quantity alleged to be the property of the Company, in the claim they submitted to the investigation of the Land Claims Commissioners in the Colony; and that the supposed contents of the claim were 30,000 acres.

Such, then, being a summary of the present state of this case, I have to issue to you the following instructions, in order to bring it to a speedy and final conclusion.

You will instruct Mr. Edward Shortland (or, if his services be not available, some other officer) to proceed to Akaroa with as little delay as possible, for the purpose of assisting the Agent of the Company in effecting an arrangement with the Natives for the Company's quiet possession of the land they have purchased. You will issue to him instructions similar to those given to Mr. Spain respecting the compensation to be paid by the New Zealand Company to the Natives of Port Nicholson, alluded to in Captain Fitzroy's Despatch and its enclosure, referred to in the margin.

The quantity of land of which it is the intention of Her Majesty's Government to authorize the grant to the Company of a confirmatory title is limited to 30,000 acres. You will waive on behalf of Her Majesty the right of pre-emption over the extent of land remaining to make up 30,000 acres, after deducting the quantity of which it has been reported the Natives have admitted the sale.

As soon as you receive from Mr. Shortland his report describing the land with sufficient accuracy to be inserted in a Crown Grant, you will direct that instrument to be prepared in favour of the Nanto-Bordelaise Company, to be delivered to the person appointed to receive it by Monsieur Mallières, with whom I will communicate, and in a future Despatch intimate to you the name of the party he has nominated for that purpose.

In conclusion, I have to draw your attention to Colonel Godfrey's observation in favour of Mr. Rhodes' claim, which I observe does not fall within the rules so as to entitle the claimant to a confirmatory grant, yet appears to deserve favourable consideration; and I have therefore to instruct you to give due weight to Colonel Godfrey's representation.

Governor Grey, New Zealand.

I have, &c.,
STANLEY.

APPENDIX 6

**CONVEYANCE FROM MR LAURENT RAILLARD
TO THE NEW ZEALAND COMPANY OF ENGLAND
OF THE ESTATES AND EFFECTS OF
THE FRENCH COMPANY OF NEW ZEALAND
IN THAT COLONY,
30 JUNE 1849**

Conveyance from Mr Laurent Raillard to The New Zealand Company of England of the Estates and Effects of the French Company of New Zealand in that Colony. 30 June 1849.

Source: National Archives, Wellington: NZC 38/1, no. 199 (original deed on parchment, with seals). A copy of the deed on paper is also held at the National Archives: NM 8 49/870 (annotated 52/69, LC 72/34, claim 1048); and at the Lands and Deeds Registry, Wellington: no. 182, 1 Vol. Deeds ff. 563-566 (registered 6 Nov. 1849).

This Deed made the thirtieth day of June One thousand eight hundred and forty nine **Between Laurent Raillard** of Number 20 Rue de Vaugerard [sic] Paris in France but at present residing at the Sablonière Hotel Leicester Square London in England (acting in the name and as liquidator of the Society known by the title of the French Company of New Zealand nominated by sentence of Arbitration dated the eighteenth May One thousand eight hundred and forty nine registered and deposited in the Tribunal of Commerce of Paris on the eighteenth May One thousand eight hundred and forty nine) of the one part and **The New Zealand Company** of the other part **Whereas** the said French Company of New Zealand (which was sometimes known as the Nanto Bordelaise Company) was formed in France with the sanction of the French Government for the acquisition of Lands in New Zealand and for colonizing the same and for other purposes and the said French Company of New Zealand despatched an Expedition to New Zealand and located a party of Emigrants upon the peninsula lying on the East of the Southern Island called Bank's Peninsula and affixed to such location or settlement the name of "Akaroa" **And Whereas** the said French Company of New Zealand expended considerable sums of money in and about such Expedition and by virtue thereof claimed to be entitled to receive a large Grant of Land from the British Crown in the said Islands of New Zealand and a portion of such claim that is to say to the extent of Thirty thousand acres has been recognized by the British Government but the said French Company of New Zealand claim to be entitled to a further Grant of Land in respect of their said Expenditure **And whereas** the said French Company of New Zealand have conceded or sold certain parts of their said lands in New Zealand of which an accurate particular is set forth in the Schedule to these presents **And whereas** the said Laurent Raillard acting as aforesaid by a certain agreement in writing dated the twentieth day of June instant and made between the said Laurent Raillard of the one part and the said New Zealand Company of the other part contracted with the said New Zealand Company for the sale of all and singular the rights claims properties and possessions lands and tenements goods and chattels moveable and immoveable of the said French Company of New Zealand and of every member of the said Company as such in New Zealand with all the appurtenances rights and incidents to the said premises belonging subject to the said Sales and Concessions but free from all other incumbrances whatsoever any payment to the Natives by way of Compensation excepted at or for the price or sum of Four thousand five hundred pounds of lawful money of the United Kingdom of Great Britain and Ireland **Now this Deed witnesseth** that in pursuance and performance of the said contract The said Laurent Raillard in consideration of the sum of Four thousand five hundred pounds of lawful money as aforesaid to him in hand paid at or immediately before the execution of these presents the

receipt whereof he the said Laurent Raillard doth hereby release and discharge the said New Zealand Company their successors and assigns **He** the said Laurent Raillard **Doth** by these presents Grant convey assign and assure unto the said New Zealand Company their successors and assigns **All and singular** the rights claims properties possessions lands and tenements goods and chattels moveable and immoveable of the said French Company of New Zealand and of every member of the said Company as such in New Zealand with all the appurtenances rights and incidents to the said premises belong **To have and to hold** the said rights claims properties possessions lands and tenements goods and chattels and all and singular the premises hereby granted assigned and assured or intended so to be unto the said New Zealand Company their successors and assigns (subject nevertheless to the said Sales and Concessions mentioned and set forth in the Schedule to these presents and to the payment of all compensation if any to the Natives that may hereafter be required and enforced but free from all other incumbrances) **And** the said Laurent Raillard for himself his heirs executors administrators and assigns doth hereby covenant with the said New Zealand Company their successors and assigns That the said sentence of Arbitration dated registered and deposited as aforesaid is a good valid and subsisting sentence and that he the said Laurent Raillard has not nor has any person on his behalf to his knowledge received any notice of appeal against the same and that by and under the said sentence and nomination of him the said Laurent Raillard as liquidator as aforesaid he the said Laurent Raillard has good right full power and lawful and absolute authority to grant assign and assure the said rights properties and premises hereby granted assigned and assured or intended so to be unto the said New Zealand Company their successors and assigns in manner and according to the true intent and meaning of these presents **And further** that he the said Laurent Raillard shall and will at the request and costs of the said New Zealand Company their successors and assigns do and execute all such further acts deeds and assurances in the Law for better and more perfectly granting assigning and assuring the said premises hereby granted assigned and assured unto the said New Zealand Company their successors and assigns or intended so to be as the said New Zealand Company their successors or assigns or their Counsel in the Law shall advise or require **In witness** whereof the said Laurent Raillard has hereunto set his hand and seal and the said New Zealand Company have hereunto caused their Common Seal to be affixed the day and year first above written:

The Schedule to which the above written Deed refers

Purchasers	Date of contract	Quantity and situation
Ange François de la Motte and Paul Emile Béranger	27 Feb. 1841	120 Acres, Country
Same parties	27 Feb. 1841	12 Acres, Country
Aimable Langlois	26 July 1841	800 Metres, Town
Pierre Louis Guerdon [Guesdon]	25 Aug. 1841	10 Acres, Country
Joseph Marie Le Cellier [Tellier]	25 Aug. 1841	12 Acres, Country
Eugène Auguste Dufour	25 Aug. 1841	5 Acres, Country
P. and H. Gendrot	9 Feb. 1842	420 Metres, Town
Thomas Mitchell Partridge	14 May 1842	37 Acres, Country
Charles Barrington Robinson	30 March 1842	5 Acres, Country
Charles Barrington Robinson and William Watkins Wood	3 June 1842	100 Acres, Country
François Lelièvre and François Malmanche	1 Aug. 1842	478 Metres 80 Centimetres, Town

Thomas Ellis	19 Aug. 1842	1 Acre, Country
Joseph Libeau [Libeau]	24 Aug. 1842	1 Acre, Country
Charles Barrington Robinson	27 Aug. 1842	43,875 Square feet
Joseph Libeau [Libeau]	18 Sept. 1842	28 Acres, Country
Same	4 Oct. 1842	600 Metres, Town
C.J. Waeckerle and Marie Judith Eteveneaux	20 Oct. 1842	6,970 Metres, Country
Benjamin Guindon	20 Sept. 1843	3,000 Metres, Country
Charles W[h]eeler	29 Dec. 1843	1,600 Metres, Country
James Bruce	31 Oct. 1843	4,240 Feet, Town
George[s] Fleuret	12 Oct. 1843	160 Metres, Town
François Lelièvre	29 July 1843	21,643 Metres, Country
Pierre Gendrot	3 May 1843	5 Acres, Country
Jules Véron	25 April 1843	1 Acre, Country
Jean Breitmeyer	25 April 1843	5 Acres, Country
William Ageron Cooper	7 April 1843	4 Acres, Country
William Green	7 April 1843	3,000 Feet, Town
B.L. Duvauchelle	17 March 1843	3 Acres, Country
Thomas Ellis	17 March 1843	2,475 Feet, Town
B.L. Darmanvarits [P. Darmandaritz]	10 March 1843	10 Acres, Country
Same	10 March 1843	3 Acres, Country
J.A. Duvauchelle	7 March 1843	6 Acres, Country
William Barry	7 March 1843	1 Acre, Country
J.A. Duvauchelle	7 March 1843	10 Acres, 16 Perches, Country
Michael Murphy	7 Feb. 1843	10 Acres, Country
P.R.G. Burget	1 Feb. 1843	120 Metres, Town
Robert Turner and Charles Crawford	7 Sept. 1844	2,320 Feet, Town
Emery Malmanche	24 April 1844	2 Acres, Country
Francis Girardin	11 April 1845	150 Acres, Country
E.F. Lemouniez [Lemonnier]	18 April 1845	3 Acres, Country
J.J. Raymond	15 April 1845	5 Acres, Country
George[s] Fleuret	11 April 1845	5,394 Metres, Country
Etienne Vidal [Vidal]	11 April 1845	5 Acres, Country
Isaac Duc	6 March 1845	1 Acre and half, Country
Emery Malmanche	11 April 1845	1,200 Metres, Country
J.J. Raymond	10 April 1845	21,288 Metres, Country
F. Lelièvre	10 April 1845	13,487 Metres, Country
J.B. Etevauneaux [Eteveneaux]	6 April 1845	1 Acre, Country
D'Amboise Dulac	18 April 1845	4 Acres, Country
Pierre Benoît	18 April 1845	3 Acres, Country

Concessions

Purchasers	Quantity and situation
Michel	5 Acres, Country
Duc	5 Acres, Country
Cébert	5 Acres, Country
Eteveneaux	7 Acres and half, Country
Jules Veron	5 Acres, Country
David	5 Acres, Country
Bernard	7 Acres and half, Country
E. Malmanche	5 Acres, Country
F. Malmanche	5 Acres, Country
Guindon	5 Acres, Country
Rousselot	5 Acres, Country
Fleuret	5 Acres, Country
Bouriand [Bouriaud]	5 Acres, Country
P. Gendot [Gendrot]	5 Acres, Country
H. Gendot [Gendrot]	5 Acres, Country
Benoît	7 Acres and half, Country
Libeau [Libeau]	5 Acres, Country
Breitmeyer [Breitmeyer]	7 Acres and half, Country
Peter Walter	5 Acres, Country
Woolf	5 Acres, Country
Guertner	5 Acres, Country
P. de Belligny	1 Acre, Town, 247 Acres, Country
Waeckerle	490 and 90 Centimetres, Town

Adol. François

| 256 Metres, Town

[signed:] Laurent [seal] Raillard.

Received on the day of the date of the within written Indenture of the within named New Zealand Company the sum of Four thousand and Five hundred pounds being the consideration money within expressed to be paid by the said Company.

[signed] L. Raillard

Witnesses

[signed] Thomas Cudbert Harrington
[signed] H. Watson Parker
[signed] C.B. Robinson

Sealed by order of a Court of Directors of the New Zealand Company in the presence of us

[signed] Thomas Cudbert Harrington
Secretary
[signed] H. Watson Parker
2 Henrietta St
Covent Garden.

Signed sealed and delivered by the within named Laurent Raillard in the presence of us

[signed] Thomas Cudbert Harrington
[signed] H. Watson Parker
[signed] C.B. Robinson
12 Chester Place
Hyde Park Gardens.